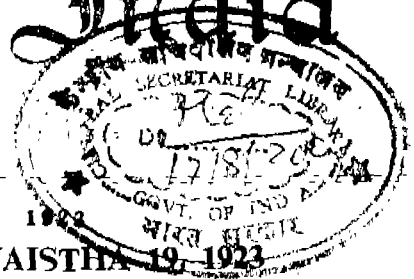




# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY



सं. 23]  
No. 23]

नई दिल्ली, शनिवार, जून 9, 2001/ज्येष्ठ 19, 1923  
NEW DELHI, SATURDAY, JUNE, 9, 2001/JYAISTHA 19, 1923

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जलन संकलन को रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय  
(राजस्व विभाग)

आदेश

नई दिल्ली, 17 मई, 2001

स्टाम्प

सी आई सी आई असुरक्षित विमोच्य बॉण्डों (मार्च, 2001  
को जारी) पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 20/2001—स्टाम्प/फा.सं. 33/25/2001—वि.क.]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE  
(Department of Revenue)

ORDER

New Delhi, the 17th May, 2001

STAMPS

का.आ. 1264.—भारतीय स्टाम्प अधिनियम, 1899  
(1899 का 2) की धारा 9 की उप-धारा (1) के खंड  
(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सर-  
कार एतद्वारा, मैं, आई सी आई सी आई लिमिटेड, मूम्बई  
को मात्र चार करोड़ उनतीस लाख साठ हजार चार सौ तेरह  
रुपए का समेकित स्टाम्प शुल्क अदा काने की अनुमति प्रदान  
करती है, जो उक्त कम्पनी द्वारा जारी किये जाने वाले मात्र  
पाँच सौ बहत्तर करोड़ अस्सी लाख पचपन हजार रुपए के  
ऋण पत्रों के स्वरूप वाले समग्र मूल्य के 1145611 आई

S.O. 1264.—In exercise of the powers conferred  
by clause (b) of sub-section (1) of section 9 of the  
Indian Stamp Act, 1899 (2 of 1899), the Central  
Government hereby permits M/s. ICICI Limited,  
Mumbai to pay consolidated stamp duty of rupees  
four crore twenty nine lakh sixty thousand four  
hundred thirteen only chargeable on account of the  
stamp duty on 1145611 ICICI Unsecured Redeem-

able Bonds (March, 2001 Issue) in the nature of Debentures aggregating to rupees five hundred seventy two crores eighty lakh fifty five thousand only, to be issued by the said company.

[No. 20/2001-Stamps/F. No. 33/25/2001 ST]  
R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 21 मई, 2001

स्टाम्प

का.आ. 1265.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इण्डियन ओवरसीज बैंक, चेन्नई को मात्र एक करोड़ पच्चीस लाख रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा दिनांक 08-03-2001 को आवंटित, मात्र एक सौ पच्चीस करोड़ रुपए के समग्र मूल्य के असुरक्षित, विमोच्य, अपरिवर्तनीय अधीनस्थ बांडो-II श्रृंखला के रूप में वर्णित प्रोमिसरी नोटों के स्वरूप वाले बाण्डो पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 21/2001-स्टाम्प/फा.सं. 33/27/2001-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 21st May, 2001

STAMPS

S.O. 1265.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Indian Overseas Bank, Chennai to pay consolidated stamp duty of rupees one crore twenty five lakh only chargeable on account of the stamp duty on bonds in the nature of Promissory Notes described as Unsecured, Redeemable, Non-convertible Sub-ordinated Bonds—II Series aggregating to rupees one hundred twenty five crore only, allotted on 8-3-2001, by the said Bank.

[No. 21/2001-Stamps/F. No. 33/27/2001-ST]  
R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 21 मई, 2001

स्टाम्प

का.आ. 1266.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, मै. आई. एफ सी आई लिमिटेड, नई दिल्ली को मात्र तीन करोड़ बीस लाख चार हजार आठ सौ पैंसठ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति

प्रदान करती है जो नीचे वर्णित प्रोमिसरी नोट के स्वरूप में बांडो पर स्टाम्प शुल्क के कारण प्रभाय है

(क) 20-03-2001 को आवंटित मात्र छह करोड़ रुपए के समग्र मूल्य के 20002048 से 2000-2647 तक की विशिष्ट संख्या वाले आई. एफ. सी. आई. "ऑन टैप" बांड,

(ख) 20-09-2000 को आवंटित मात्र अठारह लाख रुपए के समग्र मूल्य के 3710265 से 3710282 तक की विशिष्ट संख्या वाले आई. एफ. सी. आई. पीपी बांड (37वीं श्रृंखला) ;

(ग) 20-03-2001 को आवंटित मात्र तीन सौ एक करोड़ बानवे लाख रुपए के समग्र मूल्य के 40-00001 से 4030192 तक की विशिष्ट संख्या वाले आई. एफ. सी. आई. पी पी बांड (40वीं श्रृंखला) ; और

(घ) 02-03-2001, 21-03-2001, 25-03-2001, 29-03-2001, 12-04-2001, 13-04-2001, 18-04-2001 और 27-04-2001 को आवंटित मात्र तिरानवे करोड़ बासठ लाख सात हजार आठसौ चौदह रुपए के समग्र मूल्य के 002001 से 0020041 तक की विशिष्ट विशिष्ट संख्या वाले आई. एफ. सी. आई. बचत पत्र।

[सं. 22/2001-स्टाम्प/फा.सं. 33/28/2001-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 21st May, 2001

STAMPS

S.O. 1266.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. IFCI Limited, New Delhi to pay consolidated stamp duty of rupees three crore ninety four lakh four thousand eight hundred sixty five only chargeable on account of the stamp duty on Bonds in the nature of promissory notes described as—

(a) IFCI 'On-Tap' Bonds bearing distinctive numbers from 20002048 to 20002647 aggregating to rupees six crore only allotted on 20-03-2001 ;

(b) IFCI PP Bonds (37th Series) bearing distinctive numbers from 3710265 to 3710282 aggregating to rupees eighteen lakh only allotted on 20-09-2000 ;

(c) IFCI PP Bonds (40th Series) bearing distinctive numbers from 4000001 to 4030192 aggregating to rupees three hundred one crore ninety two lakh only allotted on 20-03-2001 ; and

(d) IFCI Certificate of Deposit bearing distinctive numbers from 002001 to 0020041 aggregating to rupees ninety three crore sixty two lakh fifty seven thousand eight hundred fourteen only allotted on 2-3-2001, 21-3-2001, 27-3-2001, 29-3-2001, 12-4-2001, 13-4-2001, 18-4-2001 and 27-4-2001.

by the said Company.

[No. 22/2001-Stamps/F. No. 33/28/2001-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 24 मई, 2001

स्टाम्प

का.आ. 1267.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा तमिळुनाडु विद्युत बोर्ड, चेन्नई को मात्र दो करोड़ तीस लाख तीस हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बोर्ड द्वारा जारी किए जाने वाले दो सौ तीस करोड़ तीस लाख रुपए के समग्र मूल्य के एक-एक लाख रुपए के प्रोमिसरी नोट के स्वरूप वाले 11.90% टी एन ई बी मिलेनियम पावर बॉन्ड-शृंखला-2-2000, 12.15% अर्ध वार्षिक रूप से देय और 12.50% वार्षिक रूप से देय टी. एन. ई. बी. दोहरे विकल्प आले मिलेनियम पावर बॉन्ड शृंखला-3/2000 पर स्टाम्प शुल्क के कारण प्रभाव्य है।

[सं. 23/2001-स्टाम्प/फा. सं. 33/26/2001-बि. क.]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 24th May, 2001

STAMPS

S.O. 1267.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Tamil Nadu Electricity Board, Chennai to pay consolidated stamp duty of Rs. two crore three lakh thirty thousand only chargeable on account of the stamp duty on 11.9 per cent TNEB Millenium Power Bonds Series-2/2000, 12.50 per cent payable half yearly and 12.50 per cent payable Annually TNEB Twin Option Millenium Power Bonds Series-3/2000 in the nature of promissory notes of rupees one lakh each aggregating to rupees two hundred three crore thirty lakh only, to be issued by the said Board.

[No. 23/2001-Stamps/F. No. 33/26/2001-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 28 मई, 2001

का. आ. 1268.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/12/2001-सी. यू. एस. VIII, दिनांक 26-4-2001 को जारी किया और यह निर्देश दिया कि श्री संजीव कुमार गुप्ता सुपुत्र श्री प्रेम चन्द गुप्ता, निवासी—एफ-116, अशोक विहार, फेज-I, नई दिल्ली-110052, को निकट कर लिया जाए तथा केन्द्रीय कारागार, तिहाड़, नई दिल्ली, में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में माल की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है तथा स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शामकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/12/2001-सी. यू. एस. VIII]

विजय के. शर्मा, उपसचिव

ORDER

New Delhi, the 28th May, 2001

S.O. 1268.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/12/2001-Cus. VIII, dated 26-04-2001 under the said sub-section directing that Shri Sanjeev Kumar Gupta S/o Shri Prem Chand Gupta, R/O F-116, Ashok Vihar, Phase-I, New Delhi-110052 be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from Smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central

Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/12/2001-Cus. VIII]  
VIJAY K. SHARMA, Dy. Secy.

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क

चण्डीगढ़, 4 मई, 2001

संख्या 2/2001-एम. टी. (सीमा)

का. आ. 1269.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना 33/94-सीमा (एन. टी.) दिनांक 1-7-94 में प्रदत्त शक्तियों का प्रयोग करते हुये पंजाब राज्य में गांव खोखर, तेहसील दसूहा, जिला होशियारपुर को शतप्रतिशत निर्यातोन्मुख उपक्रम के उद्देश्य के लिए एतद्वारा सीमा शुल्क अधिनियम, 1962 (1962 की संख्या 52) की धारा 9 के अन्तर्गत भाण्डाकार स्टेशन घोषित किया जाता है।

[सी. सं. VIII (मु.) 40/2/सीमा/2001]

एच. एल. वर्मा, आयुक्त

# OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE

Chandigarh, the 4th May, 2001

No. 2/2001-NT (Cus)

S.O. 1269.—In exercise of the powers conferred by Notification No. 33/94-Cus (NT) dated 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, Village Khokhar, Tehsil Dasuya, Distt. Hoshiarpur in the state of Punjab is hereby declared to be a warehousing station under Section 9 of the Customs Act, 1962 (No. 52 of 1962) for the purpose of setting up of Hundred percent Export Oriented Undertaking (100 percent EOU).

[C. No. VIII(HQ)40/2/CUS/2001]

H. L. VERMA, Commissioner

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

मद्रुरै, 22 मई, 2001

सं. 03/2001-सीमा शुल्क (एन. टी.)

का.आ. 1270.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 जो भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक 1/7/94 के साथ पठित द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, एतद्वारा तमिलनाडु राज्य के

कन्याकुमारी जिला, अगस्तीवरम तालुका के "अलगप्पपुरम् गांव" को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अधीन शत प्रतिशत निर्यातोन्मुख उपक्रम स्थापित करने हेतु भाण्डाकार घोषित करता हूँ।

[फाईल : सी. सं. IV/16/53/2001-टी. 2]

एन. शशिधरन, आयुक्त

# OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE

Madurai, the 22nd May, 2001

No. 03/2001-CUSTOMS (N.T.)

S.O. 1270.—In exercise of powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (N.T.) dated 1-7-94 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare "Azagappapuram Village, Agasthceswaram Taluk. Kanyakumari District" in the State of Tamil Nadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100 percent Export Oriented Undertakings.

[File C. No. IV/16/53/2001-T.2]

N. SASIDHARAN, Commissioner

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 22 मई, 2001

का. आ. 1271.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23छ) के प्रयोजनार्थ कर-निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 के लिए नीचे पैरा 3 में उल्लिखित उद्यमों/औद्योगिक उपक्रमों को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा

(ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—

(क) अवसंरचनात्मक सुविधा को जारी रखना बन्द कर देता है, और

(ख) खाताबहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 28 के उप नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा

(ग) आयकर नियमावली, 1962 के नियम 28 के उपनियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/औद्योगिक उपक्रम निम्न है :—

(1) मैसर्स कर्मा एनर्जी लिमिटेड, एम्पायर हाऊस, 214, डा. डी. एन. रोड, एंट ए. के. नायक मार्ग फोर्ट, मुम्बई, 400001 द्वारा सतारा जिला, महाराष्ट्र में वानकुसवाडे में 18 मेगावाट (4×4.5 मेगावाट) विंड फार्म पॉवर परियोजना [फा. सं. 205/33/2001-आई टी ए-II]

(2) मैसर्स तानिर बावी पॉवर कम्पनी प्राइवेट लिमिटेड, स्किप हाऊस, 25/1, म्यूजियम रोड, बंगलोर, 560025 द्वारा तानिर बावी, मंगलोर में 220 मेगावाट नपथा आधारित पॉवर परियोजना और विद्युत उत्पादन [फा. सं. 205/70/98-आई टी ए-II बाल्यूम-I]

[अधिसूचना संख्या : 131/2001/फा. सं. 205/33/2001 और 205/70/98-(बाल्यूम-I) आई.टी.

ए.-II]

कमलेश सी. वार्ष्णेय, अवसर सचिव

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 22nd May, 2001

S.O. 1271.—It is notified for general information that enterprises/industrial undertakings, listed at para (3) below have been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that :—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962,

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprises/industrial undertakings approved are :—

(i) 18 MW (4X4.5 MW) Wind farm power project at Vankusawade in Satara Distt. Maharashtra by M/s. Karma Energy Limited, Empire House, 214, Dr. D. N. Road, Ent. A. K. Nayak Marg, Fort, Mumbai-400001. (F. No. 205/33/2001/ITA.II).

(ii) 220 MW Naphtha based power project and generation of power at Tanir Bavi, Mangalore by M/s Tanir Bavi Power Company Pvt. Limited, Skip House, 25/1, Museum Road, Bangalore-560025 (F. No. 250/70/98/ITA.II-Vol.I).

[Notification No. 131/2001/F. No. 205/33/2001 and 2505/70/98(Col. I) ITA-II]

KAMLESH C. VARSHNEY, Under Secy.

नई दिल्ली, 22 मई, 2001

का. आ. 1272.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23G) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 और 2004-2005 के लिए नीचे पैरा 3 में उल्लिखित उद्यम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(1) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23 G) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा ;

(2), केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/वैदेशिक उपक्रम ;

(क) अवसंरचनात्मक सुविधा को जारी रखना बंद कर देता है; और

(ख) खाताबहियो का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम, 2E के उपनियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है; अथवा

(ग) आयकर नियमावली, 1962 के नियम 2E के उपनियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है ।

3. अनुमोदित उद्यम है — मैसर्स बी पी एल पावर प्रोजेक्ट्स (ए पी) लि. 8-2-583/3, रोड सं. 9, बंजारा हिल्स, हैदराबाद-500034 की 2X260 मेगावाट कोल-फायर्ड थर्मल पावर प्रोजेक्ट रामागुंडम, जिला, करीमनगर, आन्ध्र प्रदेश ।

[अधिसूचना सं. 132/2001/फा. सं. 205/15/  
2000-आयकर नि. II बी.-I]  
कमलेश सी. वाष्नेय, अवर सचिव

New Delhi, the 22nd May, 2001.

S.O. 1272.—It is notified for general information that enterprise, listed at para (3) below has been approved, by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that :—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise approved is 2X260 MW Coal fired thermal power project at Ramagundam, Distt. Karimnagar, Andhra Pradesh of M/s. BPL Power Projects (AP) Ltd. 8-2-583/3, Road No. 9, Banjara Hills, Hyderabad-500034.

[Notification No. 132/2001/F. No. 205/15/  
2000-ITA-II, Vol.I]

KAMLESH C. VARSHNEY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 24 मई, 2001

फा. आ. 1273.—बैंकारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उप-धारा (2) के उपबन्ध पंजाब एंड सिंध बैंक, नई दिल्ली पर 21 जनवरी, 2003 तक और दो वर्ष की अवधि के लिए लागू नहीं होंगे जहां तक उनका संबंध गिरवीदार के रूप में मैसर्स डायनामेटिक फॉर्जिंग्स इंडिया लि. के शेयरों की धारिता से है ।

[फा. सं. 15/1/98-बी. ओ. ए.]

डी. चौधरी, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 24th May, 2001

S.O. 1273.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to Punjab and Sind Bank, New Delhi for a further period of two years upto 21st January, 2003 in so far as they relate to its holding of the shares of M/s. Dynamatic Forgings India Ltd. as pledgee.

[F. No. 15/1/98-BOA]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 29 मई, 2001

का.प्र. 1274.—निक्षेप बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा निम्नलिखित व्यक्तियों को निक्षेप बीमा और प्रत्यय गारंटी निगम के निदेशकों के रूप में 29 मई, 2001 से तीन वर्ष की अवधि के लिए नामित करती है :—

1. श्री डी. सेनगुप्ता, अध्यक्ष,  
भारतीय साधारण बीमा निगम,  
170, जे. टाटा रोड, चर्चगेट, मुम्बई।  
निक्षेप, बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 की धारा 6 की उपधारा 2 के खंड (ii) के साथ पठित धारा 6 की उपधारा (i) के खंड (घ) के अनुसरण में।
2. श्री वाई. सी. नंदा, अध्यक्ष  
राष्ट्रीय कृषि और ग्रामीण विकास बैंक, मुम्बई।  
—तद्वैव—
3. श्री एस. दोरई स्वामी, भूतपूर्व अध्यक्ष एवं प्रबंध निदेशक,  
सेंट्रल बैंक आफ इंडिया और देना बैंक,  
17/4, सागर, प्रभा, पी. बालू मार्ग,  
प्रभादेवी, मुम्बई-400 005  
निक्षेप बीमा और प्रत्यय गारंटी अधिनियम, 1961 की धारा 6 की उपधारा 2 के खंड (ii) के साथ पठित धारा 6 की उपधारा (i) के खंड (ग) के अनुसरण में।
4. श्री मुकुंद एम. धिताले, भूतपूर्व अध्यक्ष,  
भारतीय सनवी लेखाकार संस्थान, 4/46, विष्णु प्रसाद  
सौसायटी, विले पार्ले, मुम्बई-400057  
—तद्वैव—
5. प्रो. अजय शाह,  
सहायक प्रोफेसर, इंदिरा गांधी इन्स्टिट्यूट आफ डेवलपमेंट  
रिसर्च, मुम्बई।  
निक्षेप बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 की धारा 6 की उपधारा 2 के खंड (ii) के साथ पठित धारा 6 की उपधारा (i) के खंड (ग) के अनुसरण में।
6. श्री एम. जी. भिडे, भूतपूर्व अध्यक्ष, बैंक आफ इंडिया,  
ए/5, बायेश्री, शंकर घाणेकर मार्ग, प्रभादेवी मुम्बई-400025  
—तद्वैव—

[फा. सं. 7/12/95-बी.प्रो.-I]

रमेश चन्द, अवर सचिव

New Delhi, the 29th May, 2001

S.O. 1274.—In exercise of the powers conferred by sub-section (1) of Section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 the Central Government, in consultation with Reserve Bank of India, hereby nominates the following persons as directors of Deposit Insurance and Credit Guarantee Corporation for a period of three years commencing on 29th May, 2001 :

1. Shri D. Sengupta,  
Chairman,  
General Insurance Corporation of India,  
170, J. Tata Road,  
Churchgate,  
Mumbai.  
In pursuance of clause (d) of sub-section (1) of Section 6 read with clause (ii) of sub-section 2 of Section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961.
2. Shri Y. C. Nanda,  
Chairman,  
National Bank for Agriculture and Rural Development,  
Mumbai.  
—do—
3. Shri S. Doreswamy,  
Former CMD,  
Central Bank of India and Dena Bank,  
17/4, Sagar Prabha,  
P. Balu Marg,  
Prabhadevi,  
Mumbai-400 005.  
In pursuance of clause (c) of sub-section (1) of Section 6 read with clause (ii) of sub-section 2 of Section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961.

4. Shri Mukand M. Chitale  
Former President of the  
Institute of Chartered Accountants of India,  
4/46, Vishnuprasad Society,  
Vile-Parle,  
Mumbai-400 057.
5. Prof. Ajay Shah,  
Asstt. Professor,  
Indira Gandhi Institute of Development Research,  
Mumbai.
6. Shri M. G. Bhide,  
Ex-Chairman,  
Bank of India,  
A/5, Bagreshree,  
Shankar Ghanekar Marg,  
Prabhadevi,  
Mumbai-400 025.

In pursuance of clause (e) of sub-section (1) of Section 6 read with class (ii) of sub-section 2 of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961

—do—

—do—

[ F. No. 7/12/95-B.O.I.]

RAMESH CHAND, Under Secy.

वाणिज्य मंत्रालय

विदेश व्यापार महानिदेशालय

आदेश

नई दिल्ली, 28 मई, 2001

का. आ. 1275.—मै. बॉस प्रोफाइल्स लि., हैदराबाद को ई पी सी जी स्कीम के अन्तर्गत पंजीगत माल के आयात के लिए 22,58,11,816/- रुपए के लिए दिनांक 20-1-98 को आयात लाइसेंस सं. 1500693 मंजूर किया गया था।

1. फर्म ने उपर्युक्त लाइसेंस की विनिमय नियन्त्रण प्रति की डुप्लीकेट प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल विनिमय नियन्त्रण प्रयोजन प्रति खो गई अथवा अस्थानस्थ हो गई है। यह बताया गया है कि लाइसेंस की विनिमय नियन्त्रण प्रति को सीमाशुल्क समाहर्ता, चैन्नई के साथ पंजीकृत कराया गया था और 22,43,47,014/- रुपए की राशि के लिए प्रयुक्त किया गया था और 14,64,802/- रुपए अप्रयुक्त शेष था।

2. अपने मत के समर्थन में, लाइसेंसधारी ने नोटरी पब्लिक, चैन्नई के समक्ष विधिवत शपथ लेकर स्टाम्प पेपर पर हलफनामा प्रस्तुत किया है। मैं तदनुसार सन्तुष्ट हूँ कि आयात लाइसेंस सं. 01500693 दिनांक 20-1-98 की विनिमय नियन्त्रण प्रयोजन प्रति फर्म द्वारा खो गई अथवा अस्थानस्थ हो गई है। महानिदेशक, विदेश व्यापार, नई दिल्ली द्वारा जारी सा. आ. सं. 1060 (अ) दिनांक 31-12-93 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए मै. बॉस प्रोफाइल्स लि., को जारी उपर्युक्त मूल विनिमय नियन्त्रण प्रति सं. 01500693 दिनांक 20-1-98 को एतद्वारा निरस्त किया जाता है।

3. उपर्युक्त लाइसेंस की विनिमय नियन्त्रण प्रयोजन प्रति की डुप्लीकेट प्रति फर्म को अलग से जारी की जा रही है।

[फा. सं. 01/36/22/012/ए एम 98/ई पी सी जी-2  
/153]

सी. बी. एल. एन. प्रसाद, उप महानिदेशक,  
विदेश व्यापार

## MINISTRY OF COMMERCE

(Directorate General of Foreign Trade)

### ORDER

New Delhi, the 28th May, 2001

S.O. 1275.—M/s. Boss Profiles Ltd., Hyderabad, were granted an Import Licence No. 1500693 dated 20-1-98 for Rupees 22,58,11,816/- for import of Capital Goods under EPCG Scheme.

1. The firm has applied for issue of duplicate copy of Exchange Control Purpose copy of the above mentioned licence on the ground that the original Exchange Control Purpose copy of the licence has been lost or misplaced. It has been stated that Exchange Control Copy of the licence was registered with Collector of Customs, Chennai and been utilised for a sum of Rs. 22,43,47,014/- leaving an unutilised balance of Rs. 14,64,802/-.

2. In support of their contention, the licensee has filed an Affidavit on stamped paper duly sworn in before Notary Public, Chennai. I am accordingly satisfied that

the Exchange Control Purpose copy of Import Licence No. 01500693 dated 20-1-98 has been lost or misplaced by the firm. In exercise of the powers conferred under Order S.O. 1060 (E) dated 31-12-93 issued by DGF, New Delhi the said Original Exchange Control Purpose copy No. 01500693 dated 20-1-98 issued to M/s. Boss Profiles Ltd., is hereby cancelled.

3. The duplicate Exchange Control purpose copy of the said licence is being issued to the firm separately.

[F. No. 01/36/22/012/AM 98/EPCG II/153]

C.V.L.N.PRASAD, Dy. Director General of Foreign Trade

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 31 मई, 2001

का.आ. 1276.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (क) के अनुसरण में और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् देवी अहिल्या विश्वविद्यालय, इंदौर के कुलपति डा. बी. सी. छपरवाला को 8 मई, 2001 से भारतीय आयुर्विज्ञान परिषद् का सदस्य नामित किया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का. आ. संख्या 138 में एतद्वारा निम्नलिखित और मंशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (क) के अंतर्गत नामित” शीर्षक के अंतर्गत क्रम संख्या 8 तथा उसमें संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

8. डा. बी. सी. छपरवाला,

“श्रीनाथ द्वार” 14-ए, रतलाम कोठी,

इंदौर-452001 (मध्य प्रदेश)

[संख्या बी-11013/1/2001-एम.ई. (नॉति-1)]

पी. जी. कलाधरण, अवर सचिव

1605 GI/2001—29

MINISTRY OF HEALTH & FAMILY WELFARE  
(Department of Health)

New Delhi, the 31st May, 2001

S.O. 1276.—Whereas the Central Government, in pursuance of clause (a) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Madhya Pradesh have nominated Dr. B. C. Chhaparwal, Vice Chancellor, Devi Ahilya Vishwavidyalaya, Indore to be a member of the Medical Council of India with effect from the 8th May, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely;

In the said notification, under the heading, “Nominated under clause (a) of sub-section (1) of Section 3”, for serial number 8 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

8. Dr. B. C. Chhaparwal.

“Shrinath Dwar”, 14-A, Ratlam Kothi,  
Indore-452001 (MP).

[No. V-11013/1/2001-ME(Policy-D)]

P. G. KALADHARAN, Under Secy.

वस्त्र मंत्रालय

नई दिल्ली, 22 मई, 2001

का.आ. 1277.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालयों को जिनमें 80% कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. कच्चा माल बैंक, तसर उप डिपो, केन्द्रीय रेशम बोर्ड,  
रामभाटा रोड, रायगढ़, मध्य प्रदेश

2. बुनियादी तसर रेशमकीट बीज संगठन, केन्द्रीय रेशम बोर्ड, बिनामपुर, मध्य प्रदेश
3. बुनियादी बीज गुणन व प्रशिक्षण केन्द्र, केन्द्रीय रेशम बोर्ड, पोस्ट : बुद्धि, उत्तर प्रदेश
4. बुनियादी बीज गुणन व प्रशिक्षण केन्द्र, केन्द्रीय रेशम बोर्ड, बारीपदा, मयूरभंज, उड़ीसा
5. बुनियादी बीज गुणन व प्रशिक्षण केन्द्र, केन्द्रीय रेशम बोर्ड, नवरंगपुर, उड़ीसा
6. बुनियादी बीज गुणन व प्रशिक्षण केन्द्र, केन्द्रीय रेशम बोर्ड, पटेल नगर, पश्चिम बंगाल
7. आज़म जाही मिल, वारंगल एन्टीसी (आंध्र प्रदेश)
8. पार्वती मिल (कोल्लम) एन्टीसी, केरल
9. विजयमोहिनी मिल, एन्टीसी, त्रिवेन्द्रम (केरल)
10. प्रदर्शन सह तकनीकी सेवा केन्द्र, केन्द्रीय रेशम बोर्ड डी/61/43-अ, कपूर भवन, सिद्धगिरि बाग, वाराणसी, उत्तर प्रदेश
11. भारतीय कपास निगम लि., कोन्सटेन्श्या भवन, तीसरी संजिन, 11, डा. यू. एन. ब्रह्मचारी रोड, कलकत्ता-700017
12. विपणन प्रभाग-एन्टीसी, हैदराबाद (आंध्र प्रदेश)

[सं. ई. -11016/1/99-हिन्दी]

चन्द्र भान, उप सचिव

#### MINISTRY OF TEXTILES

New Delhi, the 22nd May, 2001

S.O. 1277.—In pursuance of Sub-Rule 4 of Rule 10 of the official Language (use for official purposes of the Union), Rules, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles whereof more than 80 per cent staff have acquired working knowledge of Hindi :—

1. Raw Material Bank, Tasar Sub-depot, Central Silk Board, Rambhat Road, Raigarh, Madhya Pradesh ;
2. Basic Tasar Silk Worm Seed Organisation, Bilaspur, Madhya Pradesh ;

3. Basic Seed Multiplication and Training Centre, Central Silk Board, Post Office-Buddi, UP ;
4. Basic Seed Multiplication and Training Centre, Central Silk Board, Baripada, Mayurbhanj, Orissa ;
5. Basic Seed Multiplication and Training Centre, Central Silk Board, Navrangpur, Orissa ;
6. Basic Seed Multiplication and Training Centre, Central Silk Board, Patel Nagar, West Bengal ;
7. Azamjahi Mill, Warrangal N.T.C. (Andhra Pradesh) ;
8. Parvathi Mill (Kollam) N.T.C., Kerala ;
9. Vijay Mohini Mill, Trivandrum, N.T.C. (Kerala) ;
10. Exhibition-cum-Technical Service Centre, Central Silk Board, D-61/43 A, Kapoor Bhawan, Sidh Giri Bagh, Varanasi-UP ;
11. Cotton Corporation of India Ltd. Constenshya Bhawan, 3rd floor, 11 Dr. U. N. Brahmchari Road, Kolkata ;
12. Marketing Division NTC, Hyderabad (A.P.).

[No. E-11016/1/99-Hindi]

CHANDER BHAN, Dy. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 27 अप्रैल, 2001

का.आ. 1278.—केन्द्र सरकार चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 व 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का उपयोग करने हुए तथा इस विषय पर मंत्रालय के पहले के आदेशों के अनुक्रम में गुवाहाटी स्थित केन्द्रीय फिल्म प्रमाण बोर्ड के सलाहकार पैनल जिसका गठन इस मंत्रालय के दिनांक 9 अक्टूबर, 1998 के आदेश द्वारा किया गया था, के सदस्यों का कार्यकाल

15 मई, 2001 तक या अगले आदेशों तक, जो भी पहले हो बढ़ती है।

[फा स 809/9/2000-एफ (सी )]

राजेश शर्मा, डेस्क अधिकारी

MINISTRY OF INFORMATION &  
BROADCASTING

New Delhi, the 27th April, 2001

S.O. 1278.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, and in continuation of this Ministry's earlier Orders on the subject, the Central Government is pleased to extend the tenure of the members of the Advisory panel of the Central Board of Film Certification at Guwahati, which was constituted vide this Ministry's orders dated the 9th October, 1998, upto 15th May, 2001 or until further orders, whichever is earlier.

[F. No. 809/9/2000-F(C)]

RAJESH SHARMA, Desk Officer

संचार विभाग

(डाक विभाग)

नई दिल्ली, 29 मई, 2001

का. आ 1279 —केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियमावली, 1965 के नियम 29 के उप नियम (i) के खंड (VI) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति एतद्वारा यह विनिर्दिष्ट करते हैं कि डाक विभाग में सेवारत किसी सरकारी कर्मचारी के मामले में, जिसके लिए अभीनी प्राधिकारी किसी सर्विल के प्रधान मुख्य पोस्टमास्टर जनरल अथवा मुख्य पोस्टमास्टर जनरल (वर्गित प्रशासनिक

ग्रेड के मुख्य पोस्टमास्टर जनरल से अग्रगण्य) के बतौर पदनामित प्राधिकारी के अधीन है, उक्त प्रधान मुख्य पोस्टमास्टर जनरल अथवा मुख्य पोस्टमास्टर जनरल जैसा भी मामला हो, उक्त नियम 29 के तहत शक्तियों का प्रयोग करने के उद्देश्य से पुनरीक्षण प्राधिकारी होंगे।

[म. सी-11011/1/2001-बी पी]

बी. पी शर्मा, निदेशक (बी पी)

MINISTRY OF COMMUNICATIONS  
(Department of Posts)

New Delhi, the 29th May, 2001

1279.—In exercise of the powers conferred by Clause (VI) of Sub Rule (1) of Rule 29 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby specifies that in the case of a government servant serving in the Department of Posts for whom the appellate authority is subordinate to the authority designated as the Principal Chief Postmaster General or the Chief Postmaster General (other than the Chief Postmaster General of Senior Administrative Grade) of a Circle, the said Principal Chief Postmaster General or the said Chief Postmaster General, as the case may be, shall be the revising authority for the purpose of exercising the powers under the said Rule 29.

[No. C-11011/1/2001-VP]

B. P. SHARMA, Director (VP)

(नवन घनुभाग)

शुद्धि पत्र

नई दिल्ली, 25 मई, 2001

का.आ. 1280 —भारत के राजपत्र के भाग-II खंड-3 (ii) दिनांक 11-9-1993 में प्रकाशित और निदेशालय के समसंख्यक पत्र दिनांक 4-9-1998 के अन्तर्गत जारी संशोधित अधिसूचना जो का आ स. 184(अ) दिनांक 19-9-1998 के सहित प्रकाशित हुई, में डाक विभाग

में सम्पदा अधिकारी के रूप में कार्य करने के लिए नियुक्त केन्द्र सरकार के राजपत्रित अधिकारियों के संबंध में निदेशालय के समसंख्यक पत्र दिनांक 23-1-1992 के अन्तर्गत जारी अधिसूचना में उत्तर प्रदेश सर्किल के सामने निम्नलिखित परिवर्तन कर लिए जाएं :

क्रम सर्किल का नाम	अधिकारियों का पदनाम	क्षेत्राधिकार
1 उत्तर प्रदेश	सहायक निदेशक डाक सेवाएं-1 क्षेत्रीय कार्यालय प्रागरा प्रशासनिक अधिकारी, निदेशक, डाक प्रशिक्षण केन्द्र, सहारनपुर का कार्यालय	प्रागरा क्षेत्र डाक प्रशिक्षण केन्द्र सहारनपुर

[सं. 2-119/90-भवन]

राजेन्द्र कुमार, सहायक महानिदेशक (भवन)

(Building Section)

## CORRIGENDUM

New Delhi, the 25th May, 2001

S.O. 1280.—In the Notification issued under the Directorate Office letter of even number dated 23-1-1992 in respect of the Central Govt. Gazetted Officers appointed to act as Estate Officers in the Department of Posts, published in the Gazette of India in Part II Section 3(ii) dated 11-9-1993 and amendment issued vide Notification under the Directorate Office letter of even number dated 4-9-1998, published with S.O. No. 184(E) dated 19-9-1998, the following changes may be made against Uttar Pradesh Circle as follows :—

Sl. No.	Name of Circle	Designation of the Officers	Territorial jurisdiction
1.	Uttar Pradesh	Assistant Director, Postal Services-I, Regional Office, Agra.  Administrative Officer D/o Director, Postal Training Centre, Saharanpur.	Agra Region.   Postal Training Centre, Saharanpur.

[No. 2-119/90-Bldgs.]

RAJINDER KUMAR, ADG (Bldgs.)

विद्युत मंत्रालय

नई दिल्ली, 29 मई, 2001

का.आ. 1281.— केन्द्रीय सरकार विजली अधिनियम, 1910 (1910 का 9) की धारा-36ए की उपधारा 2(ए) के अनुसरण में श्री धर्मवीर खेड़ा अध्यक्ष, केन्द्रीय विद्युत प्राधिकरण को श्री रामेश्वर नाथ श्रीवास्तव, जो कि अधिवृत्ति की आयु प्राप्त करने पर केन्द्रीय विद्युत प्राधिकरण के अध्यक्ष के रूप में सेवानिवृत्त हो गये हैं, के स्थान पर केन्द्रीय विद्युत बोर्ड के अध्यक्ष के रूप में नियुक्त करती है

[फा.सं. 42/2/2001-प्राग एंड आर]

अजय शंकर, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 29th May, 2001

S.O. 1281.—In pursuance of sub section 2(a) of Section 36A of the Indian Electricity Act, 1910 (9 of 1910), the Central Government is pleased to nominate Shri Dharam Vir Khera, Chairman, Central Electricity Authority as Chairman of the Central Electricity Board vice Shri Rameshwar Nath Srivastava who has since retired on superannuation as Chairman of the Central Electricity Authority.

[F. No. 42/2/2001-R&amp;R]

AJAY SHANKAR, Jt. Secy.

## कोयला मंत्रालय

नई दिल्ली, 18 मई, 2001

का. आ. 1282— केंद्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयला का पूर्वक्षण करने के अपने आशय की सूचना देती है ,

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं० राजस्व 14/1999 तारीख 22 जुलाई, 1999 का निरीक्षण संट्रल कोल्फील्ड्स लिमिटेड ( राजस्व सं० ) दरभंगा हाऊस रांची के कार्यालय में या कोयला नियंत्रक 1 कार्पोरेशन हाऊस स्ट्रीट कलकत्ता के कार्यालय में किया जा सकता है ;

इस अधिसूचना के अन्तर्गत आने वाली भूमि में तिनबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों का नब्बे दिन के भीतर भारस्माधिक अधिकारी / विभागाध्यक्ष ( राजस्व ) संट्रल कोल्फील्ड्स लिमिटेड, दरभंगा हाऊस रांची को भेजेंगे ।

अनुसूचीटोपा ओपन कास्ट प्रोजेक्ट का विस्तारवाकांग कायला क्षेत्र

जिला- हजारीबाग

रेखांक सं० राजस्व 14/99 तारीख 22-7-1999

( पूर्वक्षण के लिए अधिग्रहित भूमि दर्शाने हुए )

क्रम सं०	गाव	थाना	थाना सं०	जिला क्षेत्र	क्षेत्र	टिप्पणियां
				एकड़ में	हैक्टेयर में	

तापगा	माटु	125	हजारीबाग	140 00	56.68	भाग
-------	------	-----	----------	--------	-------	-----

कुल क्षेत्र 140 00 एकड़ ( लगभग ) या 56.68 हैक्टेयर ( लगभग )

सीमा वर्णन

क-ख रेखा "क" से आरंभ होती है और गाव तापगा और पंडरगी की सम्मिलित सीमा के साथ-साथ जाता है और बिन्दु 'ख' पर मिलती है ।

ख-ग-घ-ङ रेखा गाव तापगा में होकर जाती है और बिन्दु " ड " पर मिलती है

ङ-च रेखा गाव तापगा में होकर जाती है और बिन्दु " च " पर मिलती है ।

च-क रेखा गाव तापगा में होकर जाती है और आरंभिक बिन्दु " क " पर मिलती है ।

[ फा सं 43015/4/2001-पी आर आई डब्ल्यू ]

संजय बहादुर, उप सचिव

**MINISTRY OF COAL**

New Delhi, the 18th May, 2001

**S. O. 1282.**— Whereas it appears to the Central Government that Coal is likely to be obtained from the land mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein:

The Plan No. Rev/4/99 dated the 22<sup>nd</sup> July, 1999 of the area covered by this notification can be inspected in the Office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Deputy Commissioner, (Hazaribagh), Jharkhand.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of Department (Revenue), Central Coalfields Limited, Darbhanga House, Ranchi, within ninety days from the date of publication of this notification in the official gazette.

**SCHEDULE**  
**EXTENSION OF TOPA OPEN CAST PROJECT**  
**WEST BOKARO COALFIELD**  
**DIST. - HAZARIBAGH**

Drg. No. Rev/4/99

Dated 22.7.1999

(Showing land notified for prospecting)

Sl. No.	Village	Thana	Thana No	District	Area in acres	Area in Hectares	Remarks
1.	Toera	Mandu	125	Hazaribagh	140.00	56.68	Part

**Total area 140.00 acres (approx.) or 56.68 Hectares (approx.)**

**BOUNDARY DESCRIPTION**

- A – B** Line starts from 'A' and passes along common boundary of villages Toera and Padraungi and meets at point 'B'.
- B-C-D-E** Lines pass through village Toera and meets at point 'E'
- E-F** Line passes through village Toera and meets at point 'F'
- F-A** Line passes through village Toera and meets at starting point 'A'

[No. 43015/4/2001/PRIW]  
 SANJAY BAHADUR, Dy. Secy.

नई दिल्ली, 28 मई, 2001

का.आ. 1283— केन्द्रीय सरकार ने कोयला धारक क्षेत्र ( अर्जन और विकास ) अधिनियम 1957 ( 1957 का 20 ) ( जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है ) की धारा 7 की उपधारा (1) के अधीन जारी की गई थी । भारत सरकार के कोयला मंत्रालय की अधिसूचना सं0का0आ0 1039(अ), तारीख 20 अक्टूबर, 1999 द्वारा उपखंड (2), तारीख 20 अक्टूबर, 1999 में प्रकाशित और भारत के राजपत्र असाधारण, भाग 2, खंड 3, उस अधिसूचना के साथ संलग्न अनुसूची में वर्णित परिच्छेत्र में 895.913 हेक्टर ( लगभग ) या 2213.80 एकड़ ( लगभग ) और 355.100 हेक्टर ( लगभग ) या 877.45 एकड़ ( लगभग ) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और उन्हें तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उनको ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 664.184 हेक्टर ( लगभग ) या 1641.20 एकड़ ( लगभग ) माप वाली भूमि में खनिजों के निष्कासन के लिए खनन, खदान, बोर करने उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उनको ले जाने के अधिकार अर्जित किये जा रहे हैं ;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 664.184 हेक्टर ( लगभग ) या 1641.20 एकड़ ( लगभग ) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उनको ले जाने के अधिकार अर्जित किये जाते हैं ;

इस अधिसूचना के अधीन आने वाले रेखांक संख्या एस ई सी एल/ बी एस पी/ जी एम ( योजना ) /भूमि /244, तारीख 25 नवम्बर, 2000 का निरीक्षण कलेक्टर, सरगुजा ( छत्तीसगढ़ ) के कार्यालय में या कोयला निर्यंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड ( राजस्व विभाग ), सीपत रोड, बिलासपुर 495 006 ( छत्तीसगढ़ ) के कार्यालय में किया जा सकता है ।

**अनुसूची**  
**रेहर पूर्वी खंड- II**  
**विश्रामपुर क्षेत्र**  
**जिला- सगुजा (छत्तीसगढ़)**

**सभी अधिकार**

क्रम	गांव का नाम	गांव का संख्यांक	पट्टावां	तहसील	जिला	क्षेत्र	टिप्पणी
संख्या			हका संख्यांक			हकट ३	
1	परसाडीकला	285	49	अम्बिकापुर	सगुजा	242.205	भाग
2	अमेरा	14	45	अम्बिकापुर	सगुजा	198.295	भाग
3	पुहपुटरा	297	45	अम्बिकापुर	सगुजा	011.361	भाग
4.	कटकोना	39	49	अम्बिकापुर	सगुजा	212.325	भाग
		कुल	664	184	हकट ( लगभग )	1641.20	एकड़ ( लगभग )

1 ग्राम परसाडीकला (भाग) में अर्जित किये गये प्लॉट संख्यांक :-

403(भाग), 461 से 467, 468(भाग), 469(भाग), 470 से 496, 497(भाग), 498(भाग), 514(भाग), 515(भाग), 516(भाग), 517(भाग), 518(भाग), 525(भाग), 538(भाग), 539(भाग), 541(भाग), 542(भाग), 543, 544(भाग), 545(भाग), 546 से 550, 551(भाग), 552(भाग), 553, 554(भाग), 555 से 671, 672(भाग), 673(भाग), 674(भाग), 675(भाग), 676, 677(भाग), 678, 679(भाग), 680(भाग), 681(भाग), 682(भाग), 683(भाग), 684(भाग), 686(भाग), 699(भाग), 700(भाग), 706(भाग), 707(भाग), 708 से 723, 724(भाग), 725, 726, 727, 728(भाग), 729(भाग), 730(भाग), 731 से 951, 953 से 1025, 1027 से 1176, 1214, 1216, 1219, 1223, 1230

2 ग्राम अमेरा (भाग) में अर्जित किये गये प्लॉट संख्यांक :-

1(भाग), 2 से 252, 254, 286 से 694, 695(भाग), 696(भाग), 697 से 703, 704(भाग), 705, 706(भाग), 707, 708, 709(भाग), 713 से 722.

3 ग्राम पुहपुटरा (भाग) में अर्जित किये गये प्लॉट संख्यांक :-

196(भाग), 197 से 215, 216(भाग), 217 से 220, 221(भाग), 222(भाग), 224(भाग), 225(भाग), 226, 227(भाग), 228(भाग), 229(भाग), 230(भाग), 328(भाग), 329(भाग), 330(भाग), 334(भाग)

4. ग्राम कटकोना (भाग) में अर्जित किये गये प्लॉट संख्यांक :-

1(भाग), 2(भाग), 3 से 9, 10(भाग), 12(भाग), 14(भाग), 17(भाग), 89(भाग), 91(भाग), 92(भाग), 94(भाग), 95(भाग), 96(भाग), 97 से 117, 118(भाग), 119(भाग), 131(भाग), 133(भाग), 134(भाग), 135 से 144, 147(भाग), 148 से 160, 161(भाग), 162 से 248, 249(भाग), 250 से 662, 663(भाग), 664 से 736, 737(भाग), 738(भाग), 739(भाग), 740 से 742, 743(भाग), 744 से 824, 825 (भाग), 826, 827(भाग), 828(भाग), 831(भाग), 832(भाग), 833(भाग), 834 से 860, 861(भाग), 862, 863(भाग), 864(भाग), 865(भाग), 868(भाग), 870(भाग), 871(भाग), 872 से 875, 876(भाग), 877(भाग), 946(भाग), 947(भाग), 949(भाग), 950(भाग), 951 से 957, 958(भाग), 959(भाग), 960(भाग), 1000(भाग), 1001(भाग), 1002(भाग), 1188(भाग), 1189(भाग), 1190(भाग), 1193(भाग), 1194(भाग), 1195, 1196(भाग), 1197(भाग), 1198, 1199, 1200, 1201(भाग), 1202(भाग), 1203(भाग), 1204(भाग), 1207(भाग), 1208 से 1214, 1215(भाग), 1216(भाग), 1437, 1438, 1441, 1443, 1444, 1445.

## सीमा वर्णन:-

- क-ख-ख 1 रेखा ग्राम परसोडीकला में बिन्दु "क" से आरंभ होनी है और प्लाट संख्या 672, 542, 538, 539, 541, 525, 544, 545, 518, 517, 516, 515, 514, 551, 552, 554, 498, 497, 469, 463, 468 से होते हुए, घुनघुटा नदी की दक्षिणी सीमा से होते हुए बिन्दु "ख 1" पर मिलती है ।
- ख1-ग रेखा ग्राम अमेरा में प्लाट संख्या 1 से होते हुए घुनघुटा नदी की दक्षिणी सीमा से होते हुए बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा ग्राम अमेरा में प्लाट संख्या 254, 209, 211, 210, 235, 236, 239, 240, 241, 243, 244, 248, 249, 250, 251, 252, 286, 595 की पूर्वी सीमा के साथ-साथ जाती है और पुहपुटरा ग्राम में प्रवेश करती है और 203, 202, 199, 196, 198, 197, 196 की पूर्वी सीमा के साथ-साथ चलते हुए बिन्दु "घ" पर मिलती है ।
- घ -ङ रेखा ग्राम पुहपुटरा में प्लाट संख्या 196, 222, 221, 224, 225, 227, 216, 228, 229, 230 से होते हुए ग्राम अमेरा में प्रवेश करती है और प्लाट संख्या 709, 706, 704, 696, 695 से होते हुए ग्राम पुहपुटरा में प्रवेश करती है और प्लाट संख्या 328, 329, 330, 334 से होते हुए ग्राम कटकोना में प्रवेश करती है और प्लाट संख्या 876, 877, 871, 870, 863, 868, 864, 865, 861, 833, 832, 831, 828, 827, 825, 739, 738, 743, 737, 946, 947, 949, 950, 1001, 1002, 1000, 958 से होते हुए बिन्दु "ङ" पर मिलती है ।
- ङ-च-छ रेखा ग्राम कटकोना में प्लाट संख्या 958, 959, 960, 663, 1189, 1188, 1189, 1190, 1194, 1193, 1196, 1197, 1201, 1204, 1202, 1203, 1207, 1215 से होते हुए बिन्दु "छ" पर मिलती है ।
- छ-ज रेखा ग्राम कटकोना में प्लाट संख्या 1215 की भागतः पश्चिमी सीमा के साथ-साथ जाती है और तब प्लाट संख्या 1216, 147, 161, 131, 134, 133, 118, 119, 89, 91, 92, 94, 95, 96, 17, 14, 249, 12, 10, 21, 1 से होते हुए ग्राम परसोडीकला में प्रवेश करती है और प्लाट संख्या 686 से होते हुए बिन्दु "ज" पर मिलती है ।
- ज-क रेखा ग्राम परसोडीकला में चन्दईनाला की भागतः उत्तरी सीमा के साथ-साथ जाती है तथा प्लाट संख्या 706, 707, 700, 699, 724, 728, 729, 730, 683, 682, 681, 680, 684, 679, 684, 677, 684, 674, 675, 673, 672 से होते हुए आरंभिक बिन्दु "क" पर मिलती है ।

[ फा. सं. 43015/17/97-एल.एस.डब्ल्यू./पी.आर.आई.डब्ल्यू. ]  
संजय बहादुर, उप सचिव

New Delhi, the 28th May, 2001

S. O. 1283.— Whereas by the Notification of the Government of India in the Ministry of Coal number S.O. 1039(E) dated 20<sup>th</sup> October, 1999, issued under Sub-Section(1) of Section 7 of the Coal Bearing Areas(Acquisition and Development) Act 1957 (20 of 1957) (hereinafter referred to as the said Act), and published in Part- II, Section 3, Sub-Section (ii) of the Extraordinary Gazette of India, dated the 20<sup>th</sup> October, 1999, the Central Government gave notice of its intention to acquired the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 895.913 hectares (approximately) or 2213.80 acres (approximately), and 355.100 hectares (approximately) or 877.45 acres (approximately) in the locality described in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 664.184 hectares (approximately) or 1641.20 acres (approximately) described in the Schedule appended hereto; should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 664.184 hectares (approximately) or 1641.20 acres (approximately) described in the Schedule appended hereto are hereby acquired.

The Plan bearing No:SECL/BSP/GM(PLG)/Land/244 dated the 25<sup>th</sup> November, 2000 of the area covered by this notification may be inspected in the Office of the Collector, Surguja (Chhattisgarh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur-495006(Chhattisgarh).

SCHEDULEREHAR EAST BLOCK - IIBISRAMPUR AREADISTRICT - SURGUJA ( CHHATTISGARH)ALL RIGHTS

Serial Number	Name of the village	Village Number	Patwari halka Number	Tahsil	District	Area in hectares	Remarks
1	Parsodikala	285	49	Ambikapur	Surguja	242.205	Part
2	Amera	14	45	Ambikapur	Surguja	198.295	Part
3	Puhputara	297	45	Ambikapur	Surguja	011.361	Part
4	Katkona	39	49	Ambikapur	Surguja	212.323	Part
TOTAL: 664.184 Hectares(approximately) or 1641.20 acres (approximately)							

1. Plot numbers acquired in Village Parsodikala (Part )

463(Part), 464 to 467, 468 (Part), 469(Part), 470 to 496, 497(Part), 498(Part),514(Part), 515 (Part), 516(Part), 517(Part), 518(Part), 525(Part), 538(Part), 539(Part), 541(Part), 542(Part), 543, 544 (Part), 545(Part), 546 to 550, 551(Part), 552(Part), 553, 554(Part), 555 to 671, 672(Part), 673(Part), 674(Part), 675(Part), 676, 677(Part), 678, 679(Part), 680(Part), 681(Part),682(Part),683(Part), 684(Part), 686(Part),699(Part), 700(Part), 706(Part), 707(Part), 708 to 723, 724(Part), 725, 726, 727, 728(Part), 729(Part),730(Part), 731 to 951, 953 to 1025, 1027 to 1176, 1214, 1216, 1219, 1223, 1230.

2. Plot numbers acquired in village Amera (Part)

1(Part), 2 to 252, 254, 286 to 694, 695(Part), 696(Part), 697 to 703, 704(Part), 705, 706(Part),707, 708, 709(Part), 713 to 722.

3. Plot numbers acquired in village Puhputara(Part)

196 (Part), 197 to 215, 216(Part), 217 to 220, 221(Part), 222(Part),224(Part), 225(Part), 226, 227(Part), 228(Part), 229(Part), 230(Part), 328(Part), 329(Part), 330(Part), 334(Part).

4. Plot numbers acuried in village Katkona (Part).

1(Part), 2(Part), 3 to 9, 10(Part), 12(Part), 14(Part), 17(Part), 89(Part), 91(Part), 92(Part), 94(Part), 95(Part), 96(Part) 97 to 117, 118(Part), 119(Part),131(Part), 133(Part), 134(Part), 135 to 144, 147(part), 148 to 160, 161(Part), 162 to 248, 249(Part), 250 to 662, 663(Part),664 to 736, 737(Part), 738(Part), 739(Part), 740 to 742,743(Part), 744 to 824, 825(Part), 826, 827(Part), 828(Part), 831(Part), 832(Part), 833(Part) 834 to 860, 861(Part), 862, 863(Part),864(Part), 865(Part), 868(Part), 870(Part),871(Part),872 to 875, 876(Part), 877(Part), 946(Part), 947(Part),

949(Part), 950(Part), 951 to 957, 958(Part), 959(Part), 960(Part), 1000(Part), 1001(Part), 1002(Part), 1188(Part), 1189(Part), 1190(Part), 1193(Part), 1194(Part), 1195, 1196(Part), 1197(Part), 1198, 1199, 1200, 1201(Part), 1202(Part), 1203(Part), 1204(Part), 1207(Part), 1208 to 1214, 1215(Part), 1216(part), 1437, 1438, 1441, 1443, 1444, 1445.

### BOUNDARY DESCRIPTION.

- A-B-B1 Line starts from point 'A' in village Parsodikala and passes through plot numbers 672, 542, 538, 539, 541, 525, 544, 545, 518, 517, 516, 515, 514, 551, 552, 554, 498, 497, 469, 463, 468 and passes along Southern boundary of Ghunghutta river and meets at point 'B1'.
- B1-C Line passes in village Amera through Plot number 1, then passes along Southern boundary of Ghunghutta river and meets at point 'C'.
- C-D Line passes in village Amera along Eastern boundary of plot Numbers 254, 209, 211, 210, 235, 236, 239, 240, 241, 243, 244, 248, 249, 250, 251, 252, 286, 595, enters in Puhputara village and passes along Eastern boundary of Plot numbers 203, 202, 199, 196, 198, 197, 196 and meets at point 'D'.
- D-E Line passes in the village Puhputara through plot numbers 196, 222, 221, 224, 225, 227, 216, 228, 229, 230, enter in village Amera passes through plot numbers 709, 706, 704, 696, 695, enter in village Puhputara passes through plot numbers 328, 329, 330, 334, enter in village Katkona and passes through plot numbers 876, 877, 871, 870, 863, 868, 864, 865, 861, 833, 832, 831, 828, 827, 825, 739, 738, 743, 737, 946, 947, 949, 950, 1001, 1002, 1000, 958 and meets at point 'E'.
- E-F-G Line passes in village Katkona through plot numbers 958, 959, 960, 663, 1189, 1188, 1189, 1190, 1194, 1193, 1996, 1197, 1201, 1204, 1202, 1203, 1207, 1215 and meets at point 'G'.
- G-H Line passes in village Katkona partially along Western boundary of plot numbers 1215, then passes through plot numbers 1216, 147, 161, 131, 134, 133, 118, 119, 89, 91, 92, 94, 95, 96, 95, 96, 17, 14, 249, 12, 10, 2, 1, enter in village Parsodikala and passes through plot number 686 and meets at point 'H'.
- H-A Line passes in village Parsodikala partially along Northern boundary of Chandai Nullah then passes through plot numbers 706, 707, 700, 699, 724, 728, 729, 730, 683, 682, 681, 680, 684, 679, 684, 677, 684, 674, 675, 673, 672, and meets the starting point 'A'.

[No. 43015/17/97/LSW/PRIW]  
SANJAY BAHADUR, Dy Secy.

नई दिल्ली, 29 मई, 2001

का. आ. 1284— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 ( 1957 का 20 ) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 3488 तारीख 4 नवम्बर, 1999 जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 4 दिसंबर, 1999 में प्रकाशित की गई थी, द्वारा उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 13.70 एकड़ (लगभग) या 05.54 हैक्टर (लगभग) है, के अर्जन करने के अपने आशय की सूचना दी थी;

और पूर्वोक्त परिक्षेत्र में भूमि के अर्जन पर कोई आपत्ति नहीं की गई है ;  
इससे संलग्न अनुसूची में वर्णित 13.70 एकड़ (लगभग) या 05.54 हैक्टर (लगभग) माप वाली भूमि अर्जन की जानी चाहिए ।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 13.70 एकड़ (लगभग) या 05.54 हैक्टर (लगभग) माप वाली भूमि अर्जन की जानी है ।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त, गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक, 1, कार्डमिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (तकनीकी), प्लानिंग एंड प्रोजेक्ट्स, ईस्टर्न कोलफील्ड्स लि0, सांक्टोरिया, डाकघर दिशंगढ़, जिला बरवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है ।

### अनुसूची

#### राजमहल कोयला क्षेत्र

रेखांक सं० ईसीएल/राजमहल/सीजीएम/एलए/72 तारीख 6.2.2000

ब्लॉक संख्यांक "क" § अर्जित की जाने वाली भूमि दीर्घित करते हुए §

#### सभी अधिकार

क्रम सं०	मौजा § गांव § का नाम	धाना संख्यांक	पुलिस स्टेशन § धाना §	जिला	क्षेत्र एकड़ में	निष्पत्ति
1.	छोटा सिमरा	34	बीडब्ल्यू सिमरा-1	गोड्डा	0.39	भाग
			कुल		0.39 एकड़ § लगभग §	
					या	
					0.157 हैक्टर § लगभग §	

# 1. छोटा सिमरा मौजा में शीर्षित किए जाने वाले प्लॉट :-

362, 363

## संक्षेप वर्णन

- क1-क2 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लॉट संख्या 371 के साथ साथ जाती है और निम्न "क 2" पर मिलती है ।
- क2-क3 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लॉट संख्या 364 की पश्चिमी रेखा के साथ साथ जाती है और निम्न "क3" पर मिलती है ।
- क3-क4 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लॉट संख्या 368, 369 की उत्तरी रेखा के साथ साथ जाती है और निम्न "क4" पर मिलती है ।
- क4-क1 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लॉट संख्या 371 की पूर्वी रेखा के साथ साथ जाती है और आरंभिक निम्न "क1" पर मिलती है ।

## अनुसूची

सभी अधिकार

प्लॉट संख्यांक "न" शीर्षित की जाने वाली भूमि दर्शाते हैं

क्रम संख्यांक	मौजा संख्यांक का नाम	थाना संख्यांक	पुलिस स्टेशन थाना	जिला	क्षेत्र	एकड़	चौगुणियां
1.	धनकुंडा	697	महागामा	गोडा	0.53		भाग
2.	तेतारया	709	महागामा	गोडा	3.99		भाग

कुल 4.52 एकड़

या

1.33 हेक्टर

1. धनकुंडा मौजा में अर्जित किए जाने वाले प्लॉट :-

9, 10, 14

2. तैतारिया मौजा में अर्जित किए जाने वाले प्लॉट :-

19 से 24 तक, 24/237, 26, 28, 29, 44 के भागों

### सीमा वर्णन

- ख 1- ख 2 रेखा, तैतारिया मौजा संख्या 709 के प्लॉट संख्या 18 की दक्षिणी रेखा से होते हुए जाती है, रेखा प्लॉट सं. 17 की दक्षिणी और पूर्वी रेखा से होते हुए जाती है, प्लॉट संख्या 16 की पूर्वी रेखा से होते हुए जाती है, प्लॉट संख्या 44 से होते हुए जाती है और बिन्दु "ख2" पर मिलती है ।
- ख 2- ख 3- ख 4 रेखा, तैतारिया मौजा संख्या 709 के प्लॉट संख्या 41 से होते हुए जाती है, रेखा प्लॉट सं. 40, 38 की पश्चिमी रेखा से होते हुए जाती है, प्लॉट संख्या 37, 36 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु "ख 4" पर मिलती है ।
- ख 4- ख 5 रेखा, प्लॉट संख्या 31, 30 की पश्चिमी रेखा से होते हुए जाती है रेखा प्लॉट संख्या 32 की पश्चिमी और दक्षिणी रेखा से होते हुए जाती है, रेखा प्लॉट संख्या 33 की पश्चिमी रेखा के साथ- साथ जाती है, और बिन्दु "ख 5" पर मिलती है ।
- ख 5- ख 6 रेखा, तैतारिया मौजा संख्या 709 के प्लॉट संख्या 68, 69 की उत्तरी रेखा के साथ-साथ जाती है, रेखा तैतारिया मौजा संख्या 709 और धनकुंडा मौजा संख्या 697 की संयुक्त सीमा रेखा से होते हुए जाती है और बिन्दु "ख6" पर मिलती है ।
- ख 6- ख 7 रेखा, धनकुंडा मौजा संख्या 697 के प्लॉट संख्या 11, 13 की पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु "ख7" पर मिलती है ।
- ख 7- ख 8 रेखा, धनकुंडा मौजा संख्या 697 के प्लॉट सं. 22 की उत्तरी रेखा से होते हुए जाती है और बिन्दु "ख8" पर मिलती है ।
- ख 8- ख 9 रेखा, धनकुंडा मौजा संख्या 697 के प्लॉट संख्या 4, 8 की पूर्वी रेखा और धनकुंडा मौजा संख्या 697, कुशमाहा संख्या 708 और तैतारिया संख्या 709 की तिराहा सीमा रेखा से होते हुए जाती है और बिन्दु "ख9" पर मिलती है ।

ख१-ख।

रेखा, महागामा मौजा संख्या 708 और तैतारिया संख्या 709 की संयुक्त सीमा रेखा से होते हुए जाती है, तैतारिया मौजा संख्या 709 के प्लॉट सं० 27, 25 की दक्षिणी और पूर्वी रेखा से होते हुए जाती है और आरंभिक बिन्दु "ख।" पर मिलती है।

अनुसूची

ब्लॉक संख्यांक "ग" § अर्जित की जाने वाली भूमि दर्शित करते हुए §

सभी अधिकार

क्रम संख्यांक	मौजा § गाँव § का नाम	धाना संख्यांक	पुलिस स्टेशन § धाना §	जिला	शेड एरंड में	विषय
1	महागामा	700	महागामा गौडा तुल	2038	भाग	
				2038	एरंड § तगभग	
				या		
				0.963 हैक्टर	§ तगभग	

1. महागामा मौजा में अर्जित कर जाने वाले प्लॉट :-

1173

सीमा वर्णन

- ग1-ग2 रेखा, महागामा मौजा संख्या 700 के प्लॉट संख्या 1174, 1175 की दक्षिणी रेखा के साथ साथ जाती है और बिन्दु "ग2" पर मिलती है।
- ग2-ग3 रेखा, महागामा मौजा संख्या 700 के प्लॉट संख्या 1175 की दक्षिणी रेखा के साथ साथ जाती है और बिन्दु "ग3" पर मिलती है।
- ग3-ग4 रेखा, महागामा मौजा संख्या 700 के प्लॉट संख्या 1172 की उत्तरी रेखा के साथ साथ जाती है और बिन्दु "ग4" पर मिलती है।
- ग4-ग1 रेखा महागामा मौजा संख्या 700 के प्लॉट संख्या 1219 की पूर्वी रेखा के साथ साथ जाती है और बिन्दु "ग1" पर मिलती है।

## अनुसूची

बलाक संख्यांक "घ" में अर्जित की जाने वाली भूमि दर्शित करते हुए।

सभी अधिकार

क्रम संख्यांक	मौजा { गांव } का नाम	धाना संख्यांक	पुलिस स्टेशन { धाना }	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1.	बालिया कुरीमिक्ट्टा	712	महागामा	गोड्डा	1.25	भाग
			कुल		1.25 एकड़ { लगभग }	या 0.506 हेक्टर { लगभग }

1. बालिया कुरीमिक्ट्टा मौजा में अर्जित किए जाने वाले प्लॉट :-

116, 117

सीमा वर्णन

- घ1-घ2 रेखा, बालिया कुरीमिक्ट्टा मौजा संख्या 712 के प्लॉट संख्या 115, 113 की दक्षिणी रेखा के साथ-साथ जाती है और बिन्दु "घ2" पर मिलती है ।
- घ2-घ3 रेखा, बालिया कुरीमिक्ट्टा मौजा संख्या 712 के प्लॉट संख्या 112 की दक्षिणी पश्चिमी रेखा से होते हुए जाती है, बालिया कुरीमिक्ट्टा मौजा संख्या 712, राबियाडीह संख्या 713 की संयुक्त सीमा रेखा से होते हुए जाती है और बिन्दु "घ3" पर मिलती है ।
- घ3-घ4 रेखा, बालिया कुरीमिक्ट्टा मौजा संख्या 712 के प्लॉट संख्या 118 की उत्तरी और पश्चिमी रेखा से होते हुए जाती है और बिन्दु "घ4" पर मिलती है ।
- घ4-घ1 रेखा, बालिया कुरीमिक्ट्टा मौजा संख्या 712 के प्लॉट संख्या 125, 126, 98 की पूर्वी रेखा के साथ-साथ जाती है और नारीभक बिन्दु "घ1" पर मिलती है ।

## अनुसूची

ब्लॉक संख्यांक "ड०" अर्जित की जाने वाली भूमि दर्शित करते हुए।

क्रम संख्यांक	मौजा/गांव का नाम	धाना संख्यांक	पुलिस स्टेशन धाना	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1०	महागामा	700	महागामा	गोंडडा	2.41	भाग
			कुल		2.41	एकड़ लगभग
					या	
					0.975	हेक्टर लगभग

1० महागामा मौजा में अर्जित किए जाने वाले प्लॉट :-

1162/1218, 1163, 1164

## सीमा वर्णन

- ड० 1-ड० 2 रेखा, महागामा मौजा संख्या 700 के प्लॉट संख्या 1218 की दक्षिणी रेखा से होते हुए जाती है, प्लॉट संख्या 1218 से होते हुए जाती है, रेखा प्लॉट संख्या 1162 की पश्चिमी और दक्षिणी रेखा से होते हुए जाती है और बिन्दु "ड० 2" पर मिलती है।  
700 के प्लॉट से.
- ड० 2-ड० 3 रेखा, महागामा मौजा संख्या 1166 की पश्चिमी रेखा से होते हुए जाती है, प्लॉट संख्या 1165 की पश्चिमी और दक्षिणी रेखा से होते हुए जाती है, प्लॉट संख्या 1169 की दक्षिणी रेखा के साथ साथ जाती है और बिन्दु "ड० 3" पर मिलती है।
- ड० 3-ड० 4 रेखा, महागामा मौजा संख्या 700 के प्लॉट संख्या 1189 की उत्तरी और पश्चिमी रेखा से होते हुए जाती है, रेखा प्लॉट संख्या 1190 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु "ड० 4" पर मिलती है।
- ड० 4-ड० 1 रेखा महागामा मौजा संख्या 700 के प्लॉट संख्या 1109, 1111 की पूर्वी रेखा से होते हुए जाती है, रेखा, प्लॉट संख्या 1112 की पूर्वी और उत्तरी रेखा से होते हुए जाती है, रेखा, प्लॉट संख्या 1113 की पूर्वी रेखा से होते हुए जाती है, रेखा,

## अनुसूची

खलाक संख्यांक "छ" अर्जित की जाने वाली भूमि दर्शित करते हुए।

सभी अधिकार

क्रम संख्यांक	मौजा & गांव का नाम	धाना संख्यांक	पुल्ल स्टेशन & धाना	जिला	क्षेत्र एकड़ में	टिप्पणियाँ
1.	जसुआ	692	महागामा	गोइडा	0.74 भाग	
			कुल	0.74 एकड़ & लगभग		
				या		
					0.292 हेक्टर & लगभग	

कुल योग - {गंड "क" से गंड "छ" तक} - 13.70 एकड़ & लगभग

या

05.54 हेक्टर & लगभग

1. जसुआ मौजा में अर्जित किए जाने वाले प्लॉट :-

32/158

## सीमा वर्णन

छ1-छ2 रेखा, जसुआ मौजा संख्या 692 के प्लॉट संख्या 32/155 की दक्षिणी और पूर्वी रेखा से चीते हुए जाती है और विन्दु "छ2" पर मिलती है ।

छ2-छ3 रेखा जसुआ मौजा संख्या 692 के प्लॉट संख्या 32/154 की दक्षिणी रेखा के साथ-साथ जाती है और विन्दु "छ3" पर मिलती है ।

प्लॉट संख्या 1114 की उत्तरी रेखा के साथ साथ जाती है और आरंभिक विन्दु "ड.1" पर मिलती है ।

## अनुसूची

ब्लॉक संख्यांक "घ" § अर्जित की जाने वाली भूमि दर्शित करते हुए।

सभी अधिकार

क्रम संख्यांक	मौजा § गाँव § का नाम	धाना संख्यांक	पुलिस स्टेशन § धाना §	जिला	क्षेत्र एकड़ में	विषय
---------------	----------------------	---------------	-----------------------	------	------------------	------

1.	बसुआ	692	महागामा गोड्डा	2.01	भाग
			कुल	2.01 एकड़ § लगभग §	या

0.813 हेक्टर § लगभग §

1. बसुआ मौजा से अर्जित किए जाने वाले प्लॉट :-

32/149

## सीमा वर्णन

- घ1-घ2 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/149 से होती हुई जाती है और बिन्दु "घ2" पर मिलती है।
- घ2-घ3 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/149 से होती हुई जाती है और बिन्दु "घ3" पर मिलती है।
- घ3-घ4 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/152 के साथ साथ जाती है और बिन्दु "घ4" पर मिलती है।
- घ4-घ5 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/159 के पूर्वी ओर से जाती है, प्लॉट संख्या 32/153 की पूर्वी ओर उत्तरी रेखा के साथ साथ जाती है और बिन्दु "घ5" पर मिलती है।
- घ5-घ1 रेखा, बसुआ मौजा संख्या 692 और मुरली टोक संख्या 391 की संयुक्त सीमा के साथ साथ जाती है और आरंभिक बिन्दु "घ1" पर मिलती है।
- छ3-छ4 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/154 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु "छ4" पर मिलती है।
- छ4-छ1 रेखा, बसुआ मौजा संख्या 692 के प्लॉट संख्या 32/154 की पूर्वी रेखा के साथ-साथ जाती है और आरंभिक बिन्दु "छ1" पर मिलती है।

[फा. सं. 43015/6/97-एल.डब्ल्यू./पी.आर.आई.डब्ल्यू.]

संजय बहादुर, उप सचिव

New Delhi, the 29th May, 2001

S.O. 1284.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3488 dated the 4th November 1999 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India under Part - II, Section - 3, Sub-section (ii) dated the 4th December 1999 the Central Government gave notice of its intention to acquire the lands measuring 13.70 acres (approximately) or 05.54 hectares (approximately) of lands in the locality specified in the Schedule appended to that notification;

And, whereas, no objection was made to the acquisition of the lands in the locality aforesaid;

And, whereas, the Central Government after consulting the Government of Bihar is satisfied that, the lands measuring 13.70 acres (approximately) or 05.54 hectares (approximately) of lands described in the schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that, the lands measuring 13.70 acres (approximately) or 05.54 Hectares (approximately) described in the schedule appended hereto are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Godda (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical) (Planning and Project), Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

#### SCHEDULE

#### RAJMAHAL COALFIELDS

Drawing No. ECL/RJML/CGM/LA/72

Date the 06.02.2000

All Rights Block Number 'A' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Chhota Simra	34	BW Simra-1	Godda	0.39	Part

0.39 acre (Approximately) or  
0.157 Hectares (Approximately)

1. Plots to be acquired in Mouza Chhota Simra:

362, 363.

BOUNDARY DESCRIPTION

- A1 - A2 Line passes along with plot number 361 of mouza Chhota Simra number 34 and meets at Point 'A2'.
- A2 - A3 Line passes along with western line of plot number 364 of mouza Chhota Simra number 34 and meets at point 'A3'.
- A3 - A4 Line passes along with northern line of plot number 368, 369 of mouza Chhota Simra number 34 and meets at point 'A4'.
- A4 - A1 Line passes along with eastern line of plot number 371 of mouza Chhota Simra number 34 and meets at point 'A1'.

SCHEDULERAJMAHAL COALFIELDS

Drawing No. ECL/RJML/CGM/LA/72

Date the 06.02.2000

All Rights Block Number 'B' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
---------------	-------------------------	--------------	------------------------	----------	---------------	---------

01.	Dhankunda	697	Mahagama	Godda	0.53	Part
-----	-----------	-----	----------	-------	------	------

02.	Tetaria	709	Mahagama	Godda	3.99	Part
-----	---------	-----	----------	-------	------	------

Total : 4.52 acres

(Approximately) or

1.830 Hectares (Approximately)

1. Plots to be acquired in Mouza Dhankunda:

9, 10, 14.

2. Plots to be acquired in Mouza Tetaria:

19 to 24, 24/237, 26, 28, 29, 44 (Part).

BOUNDARY DESCRIPTION

B1 - B2 Line passes through southern line of plot number 18 of mouza Tetaria number 709, line passes through southern and eastern line of plot number 17, passes through eastern line of plot number 16, passes through plot number 44 and meets at point 'B2'.

B2 B3 B4 Line passes through plot number 41 of mouza Tetaria number 709, line passes through western line of plot numbers 40, 38, passes along with northern line of plot numbers 37, 36 and meets at point 'B4'.

- B4 - B5 Line passes through western line of plot numbers 31, 30, line passes through western and southern line of plot number 32, Line passes along with western line of plot number 33 and meets at point 'B5'.
- B5 - B6 Line passes along with northern line of plot numbers 68, 69 of mouza Tetaria number 709, line passes through joint boundary line of mouza Tetaria number 709, mouza Dhankunda number 697 and meets at point 'B6'.
- B6 - B7 Line passes along with western line of plot number 11, 13 of mouza Dhankunda number 697 and meets at point 'B7'.
- B7 - B8 Line passes through northern line of plot number 22 of mouza Dhankunda number 697 and meets at point 'B8'.
- B8 - B9 Line passes through eastern line of plot numbers 4, 8 of mouza Dhankunda number 697 and trio boundary line of mouza Dhankunda number 697, Kushmaha number 708 and Tetaria number 709 and meets at point 'B9'.
- B9 - B1 Line passes through joint boundary line of mouza Kushmaha number 708 and Tetaria number 709, line passes through southern and eastern line of plot numbers 27, 25 of mouza Tetaria number 709 and meets at point 'B1'.

#### SCHEDULE

All Rights Block Number 'C' (Showing lands to be acquired)

Serial Number	Name of Mouza Thana (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Mahagama	700	Mahagama	Godda	2.38	Part

Total : 2.38 acres  
(Approximately) or  
0.963 Hectares (Approximately)

#### 1. Plot to be acquired in Mouza Mahagama:

1173.

#### BOUNDARY DESCRIPTION

- C1 - C2 Line passes long with southern line of plot numbers 1174, 1175 of mouza Mahagama number 700 and meets at point 'C2'.
- C2 - C3 Line passes along with western line of plot number 1176 of mouza Mahagama number 700 and meets at point 'C3'.
- C3 - C4 Line passes along with northern line of plot number 1172 of mouza Mahagama number 700 and meets at point 'C4'.

C4 - C1 Line passes through eastern line of plot number 1219 of mouza Mahagama number 700 and meets at point 'C1'.

### SCHEDULE

All Rights Block Number 'D' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Baliakurmikitta	712	Mahagama	Godda	1.25	Part
						1.25 acres (Approximately) or 0.506 Hectares (Approximately)

1. Plots to be acquired in mouza Balia Kurmikitta :

116, 117.

### BOUNDARY DESCRIPTION

- D1 - D2 Line passes along with southern line of plot numbers 115, 113 of mouza Baliakurmikitta 712 and meets at point 'D2'.
- D2 - D3 Line passes through western line of plot number 112 of mouza Balia Kurmikitta number 712, line passes through joint boundary line of mouza Baliakurmikitta number 712, Rabiadih number 713 and meets at point 'D3'.
- D3 - D4 Line passes through northern and western line of plot number 118 of mouza Baliakurmikitta number 712 and meets at point 'D4'.
- D4 - D1 Line passes along with eastern line of plot numbers 125, 126, 98 of mouza Baliakurmikitta Number 712 and meets at point 'D1'.

### SCHEDULE

All Rights Block Number 'E' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Mahagama	700	Mahagama	Godda	2.41	Part
						2.41 acres (Approximately) or 0.975 Hectares (Approximately)

1. Plots to be acquired in mouza Mahagama :

1162/1218, 1163, 1164.

BOUNDARY DESCRIPTION

- E1 - E2 Line passes through southern line of plot number 1218 of mouza Mahagama number 700, passes through plot number 1218, line passes through western and southern line of plot number 1162 and meets at point 'E2'.
- E2 - E3 Line passes through western line of plot number 1166 of mouza Mahagama number 700, passes through western and southern line of plot number 1165, line passes along with southern line of plot number 1169 and meets at point 'E3'.
- E3 - E4 Line passes through northern and western line of plot number 1189 of mouza Mahagama number 700, line passes along with northern line of plot number 1190 and meets at point 'E4'.
- E4 - E1 Line passes through eastern line of plot numbers 1109, 1111 of mouza Mahagama number 700, line passes through eastern and northern line of plot number 1112, line passes through eastern line of plot number 1113, line passes along with northern line of plot number 1114 and meets at point 'E1'.

SCHEDULE

All Rights Block Number 'F' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Basua	692	Mahagama	Godda	2.01	Part
					2.01 acres	(Approximately) or
					0.813 Hectares	(Approximately)

1. Plot to be acquired in mouza Basua :

32/149.

BOUNDARY DESCRIPTION

- F1 - F2 Line passes through plot number 32/149 of mouza Basua number 692 and meets at point 'F2'.
- F2 - F3 Line passes through plot number 32/149 of mouza Basua number 692 and meets at point 'F3'.

- F3 - F4 Line passes along with plot number 32/152 of mouza Basua number 692 and meets at point 'F4'.
- F4 - F5 Line passes eastern side of plot number 32/159 of mouza Basua number 692, passes along with eastern and northern line of plot number 32/153 and meets at point 'F5'.
- F5 - F1 Line passes along with joint boundary line of mouza Basua number 692 and Murlitok number 691 and meets at point 'F1'.

### SCHEDULE

All Rights Block Number 'G' (Showing lands to be acquired)

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
01.	Basua	692	Mahagama	Godda	0.74	Part
						0.74 acre (Approximately) or 0.299 Hectares (Approximately)

1. Plot to be acquired in mouza Basua :  
32/158.

### BOUNDARY DESCRIPTION

- G1 - G2 Line passes through southern and eastern line of plot number 32/155 of mouza Basua number 692 and meets at point 'G2'.
- G2 - G3 Line passes along with western line of plot number 32/154 of mouza Basua number 692 and meets at point 'G3'.
- G3 - G4 Line passes along with northern line of plot number 32/154 of mouza Basua number 692 and meets at point 'G4'.
- G4 - G1 Line passes along with eastern line of plot number 32/154 of mouza Basua number 692 and meets at point 'G1'.
- Grand Total - (Block number 'A' to Block number 'G') - 13.70 Acres (Approximately) or 05.54 Hectares (Approximately).

[No. 43015/6/97/1 W/PRIW]  
SANJAY BAHADUR, Dy. Secy.

नई दिल्ली, 30 मई, 2001

का.आ. 1285— केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 ( 1957 का 20 ) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3490 तारीख 15 नवम्बर, 1999 द्वारा, जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (II), तारीख 4 दिसंबर, 1999 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 1451.31 एकड़ (लगभग) या 587.57 हैक्टेयर (लगभग) है, के अर्जन करने के अपने आशय की सूचना दी थी ;

और उपरोक्त परिक्षेत्र में भूमि के अर्जन पर कोई आक्षेप नहीं किया गया है ;

और केन्द्रीय सरकार का बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 1451.31 एकड़ (लगभग) या 587.57 हैक्टेयर (लगभग) माप वाली भूमि अर्जित की जानी चाहिए ।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 1451.31 एकड़ (लगभग) या 587.57 हैक्टेयर (लगभग) माप वाली भूमि अर्जित की जाती है ।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त, जिला गोड्डा (बिहार) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (तकनीकी) (प्लानिंग एंड प्रोजेक्ट), ईस्टर्न कोलफील्ड्स लि0, सांक्टोर्गिया, डाकघर दिशेरागढ़, जिला बर्दवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है ।

**अनुसूची**  
**राजमहल कोलफील्ड्स**

रेखांक सं. ईसीएल/राजमहल/सीजीएम/एनए-73

तारीख 6 फरवरी, 2000

सभी अधिकार                      ब्लॉक सं. 1                      (अर्जित की जाने वाली भूमि दशति हुए)

क्रम सं.	मौजा का नाम (ग्राम)	थाना संख्यांक	पुनिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में	टिप्पणी
1.	पहाड़पुर	32	बीडक्यू सिमरा- 1	गोड्डा	11.00	भाग
2.	बड़ा सिमरा	33	बीडक्यू सिमरा- 1	गोड्डा	157.58	भाग
3.	लोहानडिया	45	बीडक्यू सिमरा- 1	गोड्डा	45.00	भाग
4.	बसविहा	47	बीडक्यू सिमरा- 1	गोड्डा	361.11	भाग
5.	हरखा	50	बीडक्यू सिमरा- 1	गोड्डा	26.43	भाग
6.	छोटा भोणई	17	बीडक्यू सिमरा- 2	गोड्डा	37.24	भाग
7.	बड़ा भोणई	18	बीडक्यू सिमरा- 2	गोड्डा	782.95	भाग
कुल योग					1451.31 एकड़ (लगभग)	
					या	
					587.57 हेक्टेयर (लगभग)	

1. मौजा पहाड़पुर थाना सं. 32 में अर्जित किए जाने वाले प्लॉट  
14 (भाग)

2. मौजा बड़ा सिमरा थाना सं. 33 में अर्जित किए जाने वाले प्लॉट :-  
687 (भाग), 770 से 784, 795 से 811, 811/1041, 812 से 826, 826/1042, 827 से 844,  
957 से 971, 977, 1030 से 1032, 1037 से 1040, 1040/1046.

3. मौजा लोहनडिया थाना सं. 45 में अर्जित किए जाने वाले प्लॉट :-  
404 से 410, 412 से 415, 433 से 461, 467, 468, 655 से 665, 667 (भाग), 668 (भाग), 669 (भाग), 681 से 684, 715, 732 से 751, 753 (भाग), 754 से 780, 780/842, 781 से 798, 799 पी, 800 से 836
4. मौजा बसदिया थाना सं. 47 में अर्जित किए जाने वाले प्लॉट :-  
2 से 162, 162/782, 163, 163/781, 164, 164/780, 165, 166, 166/779, 167 से 341, 341/778, 342 से 422, 422/775, 422/776, 423 से 442, 442/777, 443 से 457, 458 (भाग), 459 से 628, 628/774, 629 से 773 ।
5. मौजा इगखा थाना सं. 50 में अर्जित किए जाने वाले प्लॉट :-  
961 से 966, 1002, 1003, 1004, 1006 से 1016, 1071 (भाग), 1018 से 1023, 1025, 1034 (भाग), 1035 (भाग), 1036 (भाग), 1037 (भाग) ।
6. मौजा छोटा भोराई थाना सं. 17 में अर्जित किए जाने वाले प्लॉट :-  
1 से 12, 17 से 19, 21, 25, 25/181, 26 से 32, 26/182, 43, 110 से 127, 127/176, 127/179, 128 से 154, 161 (भाग) ।
7. मौजा बड़ा भोराई थाना सं. 18 में अर्जित किए जाने वाले प्लॉट :-  
112 (भाग), 113 (भाग), 114, 115, 165 से 400, 400/2490, 401 से 495, 495/2491, 496 से 715, 756, 759 (भाग), 760, 765 से 824, 827, 828, 831 से 833, 837 (भाग), 994 (भाग), 1102 से 1109, 1116, 1122 से 1132, 1132/2484, 1133 से 1139, 1145 से 1148, 1154, 1155, 1230, 1230 से 1481, 1485 (भाग), 1500 से 1535, 1605 से 1611, 1623, 1624, 1629 से 1632, 1634 (भाग), 1635 से 1911, 1911/2488 1912 से 2483 2486, 1492/2487

सीमा वर्णन

- क1 - क2 रेखा, मौजा मोहानडिया सं. 45, प्लाट सं. 416 के दक्षिण, प्लाट सं. 417 के पूर्वी, प्लाट सं. 432 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 435 की पूर्वी और दक्षिणी रेखा, प्लाट सं. 436, 442, 440, 463, 462, 466, 469 के दक्षिण, प्लाट सं. 470 की दक्षिण और पूर्वी रेखा, प्लाट सं. 799 की दक्षिण रेखा, प्लाट सं. 799 से होकर जाती है, प्लाट सं. 653, 654 के दक्षिण, प्लाट सं. 669, 668, 667 से होकर जाती है और प्लाट सं. 666 के दक्षिण और पूर्वी रेखा के साथ-साथ जाती है और बिन्दु "क2" पर मिलती है ।
- क2 - क3 रेखा, मौजा लाहानडिया सं. 45 के प्लाट सं. 679 की दक्षिणी रेखा से होकर जाती है, प्लाट सं. 680 की दक्षिणी और पूर्वी रेखा से होकर, प्लाट सं. 674, 687 की पूर्वी रेखा, प्लाट सं. 685 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 702 की पूर्वी रेखा, प्लाट सं. 753 के साथ जाती है, प्लाट सं. 752 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 751 से होकर जाती है, प्लाट सं. 731 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 730 की पूर्वी रेखा, प्लाट सं. 729 की दक्षिणी रेखा, प्लाट सं. 716 की दक्षिणी और पूर्वी रेखा की सीमा रेखा के साथ साथ जाती है, मौजा लोहानडिया सं. 45 और बसदिहा सं. 47 की संयुक्त सीमा रेखा के साथ साथ जाती है और बिन्दु "क3" पर मिलती है ।
- क3 - क4 रेखा, मौजा बसदिहा सं. 47 के प्लाट सं. 1 की दक्षिणी सीमा रेखा के साथ साथ जाती है, मौजा बसदिहा सं. 47 और हरखा सं. 50 की संयुक्त सीमा रेखा के साथ साथ होकर जाती है, प्लाट सं. 880, 1005 की दक्षिणी और पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 1001 की पूर्वी रेखा, प्लाट सं. 968 की दक्षिणी और पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 957, 958, 959, 960 की दक्षिणी सीमा रेखा के साथ साथ जाती है, प्लाट सं. 1017 से होते हुए प्लाट सं. 1024, 1026 की दक्षिणी रेखा के साथ साथ जाती है, प्लाट सं. 1034, 1035, 1036, 1037 से होते हुए जाती है और प्लाट सं. 1048 की पश्चिमी दक्षिणी रेखा से होकर जाती है और बिन्दु "क4" पर मिलती है ।
- क4 - क5 रेखा, मौजा हरखा सं. 50 और बसदिहा सं. 47 की संयुक्त सीमा रेखा से होकर जाती है और हरखा सं. 50, बसदिहा सं. 47, वेरांडाह सं. 49 की त्रयी सीमा रेखा पर बिन्दु "क5" पर मिलती है ।
- क5 - क6 रेखा, मौजा वेरांडाह सं. 49 और बसदिहा सं. 47 की संयुक्त सीमा रेखा से होकर जाती है और मौजा वेरांडाह सं. 49, बसदिहा सं. 47 और पहाडपुर सं. 48 की त्रयी सीमा रेखा पर बिन्दु "क6" पर मिलती है ।

- क6 - क7 रेखा, मौजा बसडिहा सं. 47 पहाड़पुर सं. 48 की संयुक्त सीमा रेखा से होकर जाती है और मौजा पहाड़पुर सं. 48, बसडिहा सं. 47 और तलझडी सं. 19 की त्रयी सीमा रेखा पर बिन्दु "क7" पर मिलती है ।
- क7 - क8 रेखा, मौजा तलझडी सं. 19 और बसडिहा सं. 47 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा तलझडी सं. 19 बसडिहा सं. 47, बड़ा भोराई सं. 18 की त्रयी सीमा रेखा पर बिन्दु "क8" पर मिलती है ।
- क8 - क9 रेखा, मौजा तलझडी सं. 19 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा तलझडी सं. 19, बड़ा भोराई सं. 18, केशगरिया सं. 20 की त्रयी सीमा रेखा के बिन्दु "क9" पर मिलती है ।
- क9 - क10 रेखा, मौजा केशगरिया सं. 20 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा केशगरिया सं. 20, बड़ा भोराई सं. 18, छोटा भोराई सं. 17 की त्रयी सीमा रेखा पर बिन्दु "क10" पर मिलती है ।
- क10 - क11 रेखा छोटा भोराई सं. 17 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा से होकर जाती है और बिन्दु "क11" पर मिलती है ।
- क11 - क12 रेखा, मौजा छोटा भोराई सं. 17 के प्लाट सं. 160 की उत्तरी सीमा रेखा के साथ-साथ, प्लाट सं. 156 की उत्तरी और पश्चिमी रेखा के साथ साथ, प्लाट सं. 138 की पूर्वी और पश्चिमी रेखा के साथ साथ, प्लाट सं. 178 की उत्तरी रेखा के साथ साथ, प्लाट सं. 109, 108 की उत्तरी और पश्चिमी रेखा के साथ साथ, प्लाट सं. 107 की पश्चिमी रेखा के साथ साथ जाती है, प्लाट सं. 161 से होकर जाती है, प्लाट सं. 35 की उत्तरी रेखा के साथ साथ, प्लाट सं. 33 की पूर्वी और उत्तरी रेखा के साथ साथ, प्लाट सं. 79, 183, 41, 42, 44, 24, 20, 15, 16 की उत्तरी पश्चिमी रेखा के साथ साथ जाती है, प्लाट सं. 14 की उत्तरी और पूर्वी रेखा के साथ साथ जाती है और बिन्दु "क12" पर मिलती है ।
- क12 - क13 रेखा, मौजा छोटा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा छोटा भोराई सं. 17, बड़ा भोराई सं. 18 और पहाड़पुर सं. 32 की त्रयी सीमा रेखा पर बिन्दु "क13" पर मिलती है ।

- क13 - क14 रेखा, मौजा पन्नाड़पुर सं. 32, बड़ा भोगई सं. 18 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा पन्नाड़पुर सं. 32, बड़ा भोगई सं. 19, बड़ा सिमरा सं. 34 की तृतीय सीमा रेखा पर बिन्दु "क14" पर मिलती है ।
- क14 - क15 रेखा, मौजा पन्नाड़पुर सं. 32, बड़ा सिमरा सं. 33 की संयुक्त सीमा रेखा के साथ साथ जाती है और मौजा पन्नाड़पुर सं. 32, के प्लाट सं. 14 से होने हुए और मौजा पन्नाड़पुर सं. 32, बड़ा सिमरा सं. 33, छोटा सिमरा सं. 34 की तृतीय सीमा रेखा पर बिन्दु "क15" पर मिलती है ।
- क15 - क16 रेखा, मौजा छोटा सिमरा सं. 34, बड़ा सिमरा सं. 33 की संयुक्त सीमा रेखा के साथ साथ जाती है और बिन्दु "क16" पर मिलती है ।
- क16 - क17- रेखा, मौजा बड़ा सिमरा सं. 33 के प्लाट सं. 1034, 1033 की पश्चिमी और दक्षिणी रेखा  
क18 से होकर, प्लाट सं. 1035 की दक्षिणी रेखा के साथ साथ, प्लाट सं. 1029 की दक्षिणी और पूर्वी रेखा के साथ जाती है, प्लाट सं. 1028 की पूर्वी रेखा के साथ साथ जाती है और बिन्दु "क18" पर मिलती है ।
- क18 - क19- रेखा, मौजा बड़ा सिमरा के प्लाट सं. 1027, 1024 की पश्चिमी रेखा के साथ साथ जाती है,  
क20 प्लाट सं. 1025 की पश्चिमी और दक्षिणी रेखा के साथ साथ, प्लाट सं. 978 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 979 की पूर्वी रेखा, प्लाट सं. 976, 972, 975 की दक्षिणी रेखा के साथ साथ, प्लाट सं. 954, 955, 956 की पश्चिमी रेखा के साथ साथ जाती है और बिन्दु "क20" पर मिलती है ।
- क20- क21 रेखा, मौजा बड़ा सिमरा के प्लाट सं. 956, की दक्षिणी रेखा के साथ साथ जाती है, प्लाट सं. 940, 948, 947 की दक्षिणी और पूर्वी रेखा के साथ साथ, प्लाट सं. 848, 847, 845 की पूर्वी रेखा के साथ साथ जाती है और बिन्दु "क21" पर मिलती है ।
- क21 - क22 रेखा, मौजा बड़ा सिमरा सं. 33 के प्लाट सं. 686, 663, 662, 661, 653, 652, 651 की दक्षिणी रेखा के साथ साथ जाती है, प्लाट सं. 687 से होकर से जाती है, प्लाट सं. 769 की दक्षिणी और पूर्वी रेखा के साथ, प्लाट सं. 789 की पश्चिमी और दक्षिणी रेखा के साथ, प्लाट सं. 793, 794 की पूर्वी रेखा के साथ साथ, प्लाट सं. 787, 786, 785 की दक्षिणी रेखा के साथ साथ, प्लाट सं. 723 की दक्षिणी रेखा से होकर, बिन्दु "क22" पर मिलती है ।

क22- क23 रेखा, मौजा बड़ा सिमरा सं. 33, बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा से होते हुए जाती है, मौजा बड़ा भोराई सं. 18 के प्लाट सं. 1099, 1100 की दक्षिणी और पूर्वी रेखा के साथ साथ, प्लाट सं. 1110, 1114, 1115, 1117, 1121, 1149, 1151, 1153, 1156 की दक्षिणी रेखा के साथ साथ, प्लाट सं. 1143 की पश्चिमी रेखा के साथ साथ, प्लाट सं. 1144 की पश्चिमी और दक्षिणी रेखा के साथ साथ, प्लाट सं. 1140, 1227, 1228, 1229, 1485, 1482 की दक्षिणी रेखा के साथ साथ प्लाट सं. 1485 से होते हुए जाती है और बिन्दु "क23" पर मिलती है ।

क23- क24 रेखा, प्लाट सं. 1486 की पूर्वी रेखा के साथ साथ मौजा बड़ा भोराई सं. 18 के प्लाट सं. 1485 की दक्षिणी और पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 1499, 1492, 1543, 1536, 1537 की दक्षिणी और पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 1538, 1539 की पूर्वी रेखा के साथ, प्लाट सं. 1634 की दक्षिणी और पूर्वी रेखा के साथ साथ, प्लाट सं. 1633 की पूर्वी रेखा के साथ साथ, प्लाट सं. 1627 की दक्षिणी रेखा, प्लाट सं. 1628 की दक्षिणी और पूर्वी रेखा के साथ साथ, प्लाट सं. 1625 की दक्षिणी पूर्वी और उत्तरी रेखा के साथ साथ, प्लाट सं. 1622, 1621 की पूर्वी रेखा के साथ साथ, प्लाट सं. 1612, 1613 की दक्षिणी और पूर्वी रेखा के साथ साथ, प्लाट सं. 1614 की पूर्वी और उत्तरी रेखा के साथ साथ, रेखा प्लाट सं. 1615, 1604 की पूर्वी रेखा के साथ साथ, प्लाट सं. 994 से होते हुए प्लाट सं. 825, 826, 829 की पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 830 की दक्षिणी पूर्वी रेखा के साथ साथ, प्लाट सं. 834 की पूर्वी रेखा के साथ साथ, प्लाट सं. 837 से होते हुए जाती है और बिन्दु "क24" पर मिलती है ।

क24 - क25 रेखा, मौजा बड़ा भोराई के प्लाट सं. 764, 761, 753 की पूर्वी रेखा के साथ साथ जाती है । प्लाट सं. 759 से होते हुए जाती है, प्लाट सं. 758, 757 की पूर्वी रेखा के साथ, प्लाट सं. 755 की पूर्वी रेखा के साथ साथ, प्लाट सं. 717 की दक्षिणी रेखा के साथ साथ, प्लाट सं. 716 की पूर्वी और उत्तरी रेखा के साथ साथ, सिमरा बोआरीजोर पी.डब्ल्यू.डी सड़क के साथ साथ होते हुए, प्लाट सं. 163, 164 की पूर्वी और उत्तरी रेखा के साथ साथ जाती है, प्लाट सं. 161, 130, 127 की पूर्वी रेखा के साथ साथ, प्लाट सं. 126, 125 की पूर्वी और उत्तरी रेखा के साथ साथ जाती है, प्लाट सं. 124, 116 की पूर्वी रेखा के साथ प्लाट सं. 117 की पूर्वी और उत्तरी रेखा के साथ जाती है, रेखा, प्लाट सं. 113, 112 से होते हुए जाती है, प्लाट सं. 109 की उत्तरी रेखा के साथ जाती है । प्लाट सं. 111 की पूर्वी रेखा के साथ साथ जाती है और बिन्दु "क25" पर मिलती है ।

क25 - क1 रेखा, मौजा बड़ा भोराई सं. 18 और लोहानडिया सं. 45 की संयुक्त सीमा रेखा से होकर जाती है । प्लाट सं. 403 की पूर्वी रेखा के साथ साथ जाती है, प्लाट सं. 402 की पूर्वी और उत्तरी रेखा के साथ जाती है । प्लाट सं. 307 की पूर्वी रेखा के साथ साथ जाती है और आरंभिक बिन्दु "क1" पर मिलती है ।

New Delhi, the 30th May, 2001

S.O. 1285.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3490 dated the 15th November 1999 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India under Part - II, Section - 3, Sub-section (ii) dated the 4th December 1999 the Central Government gave notice of its intention to acquire the lands measuring 1451.31 acres (approximately) or 587.57 hectares (approximately) of lands in the locality specified in the Schedule appended to that notification;

And, whereas, no objection was made to the acquisition of the lands in the locality aforesaid;

And, whereas, the Central Government after consulting the Government of Bihar is satisfied that, the lands measuring 1451.31 acres (approximately) or 587.57 hectares (approximately) of lands described in the schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that, the lands measuring 1451.31 acres (approximately) or 587.57 Hectares (approximately) described in the schedule appended hereto are hereby acquired.

The plan of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Godda (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical) (Planning and Project), Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

### S C H E D U L E

#### RAJMAHAL COALFIELDS

Drawing no. ECL/RAJMAHAL/CGM/LA-73

Dated the 6th February, 2000

All Rights Block No. '1' (Showing lands to be acquired)

Serial Number	Name of mouza (Village)	Thana Number	Police Station (Thana)	District	Area in Acres	Remarks
01.	Paharpur	32	BW Simra-I	Godda	41.00	Part
02.	Bara Simra	33	BW Simra-I	Godda	157.58	Part
03.	Lohandia	45	BW Simra-I	Godda	45.00	Part
04.	Basdiha	47	BW Simra-I	Godda	361.11	Part
05.	Harakha	50	BW Simra-I	Godda	26.43	Part
06.	Chhota	17	BW Simra-II	Godda	37.24	Part
07.	Bara Bhorai	18	BW Simra-II	Godda	782.95	Part
Total : 1451.31 Acres (Approximately)						
or 587.57 Hectares (Approximately)						

01. Plot to be acquired in Mouza Raharpur, Thana number 32 :  
14 (Part).
02. Plots to be acquired in Mouza Bara Simra, Thana number 33 :  
687 (Part), 770 to 784, 795 to 811, 811/1041, 812 to 826, 826/1042, 827 to 844, 957 to 971, 977, 1030 to 1032, 1037 to 1040, 1040/1046.
03. Plots to be acquired in Mouza Lohandia, Thana number 45 :  
404 to 410, 412 to 415, 443 to 461, 467, 468, 655 to 665, 667 (Part), 668 (Part), 669 (Part), 681 to 684, 715, 732 to 751, 753 (Part), 754 to 780, 780/842, 781 to 798, 799P, 800 to 836.
04. Plots to be acquired in Mouza Baadiha Thana number 47 :  
2 to 162, 162/782, 163, 163/781, 164, 164/780, 165, 166, 166/779, 167 to 341, 341/778, 342 to 422, 422/775, 422/776, 423 to 442, 442/777, 443 to 457, 458 (Part), 459 to 628, 628/774, 629 to 773.
05. Plots to be acquired in Mouza Harakha, Thana number 50 :  
961 to 966, 1002, 1003, 1004, 1006 to 1016, 1017 (Part), 1018 to 1023, 1025, 1034 (Part), 1035 (Part), 1036 (Part), 1037 (Part).
06. Plots to be acquired in Mouza Chhota Bhorai, Thana number 17 :  
1 to 12, 17 to 19, 21, 25, 25/181, 26 to 32, 26/182, 43, 110 to 127, 127/176, 127/179, 128 to 154, 161 (Part).
07. Plots to be acquired in Mouza Bara Bhorai, Thana number 18:  
112 (Part), 113 (Part), 114, 115, 165 to 400, 400/2490, 401 to 495, 495/2491, 496 to 715, 756, 759 (part), 760, 765 to 824, 827, 828, 831 to 833, 837 (Part), 994 (part), 1102 to 1109, 1116, 1122 to 1132, 1132/2484, 1133 to 1139, 1145 to 1148, 1154, 1155, 1230 to 1481, 1485 (Part), 1500 to 1535, 1605 to 1611, 1623, 1624, 1629 to 1632, 1634 (Part), 1635 to 1911, 1911/2488, 1912 to 2483, 2486, 1492/2487.

#### BOUNDARY DESCRIPTION

- A1 - A2 Line passes through mouza Lohandia number 45, south of plot number 416, east of plot number 417, south and east line of plot number 432, east and south line of plot number 435, south of plot numbers 436, 442, 440, 463, 462, 466, 469, south and eastern line of plot number 470, south line of plot number 799, passes through plot number 799, south of plot numbers 653, 654, passes through plot numbers 669, 668, 667 and passes along with southern and eastern line of plot number 666 and meet at point 'A2'.

- A2 - A3 Line passes through southern line of plot number 679 of mouza Lohandia number 45, passes southern and eastern line of plot number 680, eastern line of plot numbers 674, 687, southern and eastern line of plot number 685, eastern line of plot number 702, passes through plot number 753, southern and eastern line of plot number 752, passes through plot number 751, southern and eastern line of plot number 731, eastern line of plot number 730, southern line of plot number 731, eastern line of plot No. 730, southern line of plot number 729, passes along with boundary line of southern and eastern line of plot number 716, passes along with joint boundary line of mouza Lohandia number 45 and Basdiha number 47 and meet at point 'A3'.
- A3 - A4 Line passes along with southern boundary line of plot number 1 of mouza Basdiha number 47, passes along with joint boundary line of mouza Basdiha number 47 and Harakha number 50, passes along with southern and eastern line of plot numbers 880, 1005, passes along with eastern line of plot number 1001, southern and eastern line of plot number 968, passes along with southern boundary line of plot numbers 957, 958, 959, 960, passes through plot number 1017, along with southern line of plot numbers 1024, 1026, passes through plot numbers 1034, 1035, 1036, 1037 and passes through western southern line of plot numbers 1040 and meets at point 'A4'.
- A4 - A5 Line passes through joint boundary line of mouza Harakha number 50 and Basdiha number 47 and at trio boundary line of Harakha number 50, Basdiha number 47, Verandah number 49 at point 'A5'.
- A5 - A6 Line passes through joint boundary line of mouza Verandah number 49 and Basdiha number 47 and meets at Trio boundary line of mouza Verandah number 49, Basdiha number 47 and Paharpur number 48 at point 'A6'.
- A6 - A7 Line passes through joint boundary line of mouza Basdiha number 47, Paharpur number 48 and meets at trio boundary line of mouza Paharpur number 48, Basdiha number 47 and Taljhari number 19 at point 'A7'.
- A7 - A8 Line passes along with joint boundary line of mouza Taljhari number 19 and Basdiha number 47 and at trio boundary line of mouza Taljhari number 19, Basdiha number 47, Bara Bhorai number 18 at point 'A8'.
- A8 - A9 Line passes along with joint boundary line of mouza Taljhari number 19 and Bara Bhorai number 18 and meets at trio boundary line of mouza Taljhari number 19, Bara Bhorai number 18, Keshgaria number 20 at point 'A9'.
- A9 - A10 Line passes along with joint boundary line of mouza Keshgaria number 20 and Bara Bhorai number 18 and meets at trio boundary line of mouza Keshgaria number 20, Bara Bhorai number 18, Chhota Bhorai number 17 at point 'A10'.

- A10 - A11 Line passes through joint boundary line of Chhota Bhorai number 17 and Bara Bhorai number 18 and meets at point 'A11'.
- A11 - A12 Line passes along with northern boundary line of plot number 160 of mouza Chhota Bhorai number 17, along with northern and western line of plot number 156 along with eastern and western line of plot number 155 along with northern line of plot number 178, along with northern and western line of plot numbers 109, 108, along with western line of plot number 107, passes through plot number 161, passes along with northern line of plot number 35, along with eastern and northern line of plot number 33, along with northern western line of plot numbers 79, 183, 41, 42, 44, 24, 20, 15, 16, passes along with northern and eastern line of plot number 14 and meets at point 'A12'.
- A12 - A13 Line passes along with joint boundary line of Chhota Bhorai number 17 and Bara Bhorai number 18 and meets at trio boundary line of mouza Chhota Bhorai number 17, Bara Bhorai number 18 and Paharpur number 32 meets at point 'A13'.
- A13 - A14 Line passes along with joint boundary line of mouza Paharpur number 32, Bara Bhorai number 18 and meets at trio boundary line of mouza Paharpur number 32, Bara Bhorai number 18, Bara Simra number 33, meets at point 'A14'.
- A14 - A15 Line passes along with joint boundary line of mouza Paharpur number 32, Bara Simra number 33 and passes through plot number 14 of mouza Pharpur number 32 and meets at trio boundary line of mouza Paharpur number 32, Bara Simra number 33, Chhota Simra number 34 at point 'A15'.
- A15 - A16 Line passes along with joint boundary line of Chhota Simra number 34, Bara Simra number 33 meets at point 'A16'.
- A16-A17-A18 Line passes along with western and southern line of plot numbers 1034, 1033 of mouza Bara Simra number 33 along with southern line of plot numbers 1035, southern and eastern line of plot number 1029, passes along with eastern line of plot number 1028 meets at point 'A18'.
- A18-A19-A-20 Line passes along with western line of plot numbers 1027, 1024 of mouza Bara Simra along with western and southern line of plot number 1025, southern and eastern line of plot number 978, eastern line of plot number 979 along with southern line of plot numbers 976, 972, 975, passes along with western line of plot numbers 954, 955, 956 meets at point 'A20'.
- A20 - A21 Line passes along with southern line of plot number 956 of mouza Bara Simra along with southern and eastern line of plot numbers 949, 948, 947 passes along with eastern line of plot numbers 848, 847, 845 meets at point 'A21'.

- A21 - A22 Line passes along with southern line of plot numbers 686, 663, 662, 661, 653, 652, 651 of mouza Bara Simra number 33, passes through plot number 687 along with southern and eastern line of plot number 769 along with western and southern line of plot number 789 along with southern line of plot numbers 787, 786, 785 along with eastern line of plot numbers 793, 794 southern line of plot number 723 and meets at point 'A22'.
- A22 - A23 Line passes through joint boundary line of mouza Bara Simra number 33, Bara Bhorai number 18 along with southern and eastern line of plot numbers 1099, 1100 of mouza Bara Bhorai number 18, along with southern line of plot numbers 1110, 1114, 1115, 1117, 1121, 1149, 1151, 1153, 1156 along with western line of plot number 1143 along with western and southern line of plot number 1144 along with southern line of plot numbers 1140, 1227, 1228, 1229, 1483, 1482 passes through plot number 1485 and meets at point 'A23'.
- A23 - A24 Line passes along with southern and eastern line of plot number 1485 of mouza Bara Bhorai number 18 along with eastern line of plot number 1486, line passes along with southern and eastern line of plot numbers 1499, 1492, 1543, 1536, 1537 along with eastern line of plot numbers 1538, 1539 along with southern and eastern line of plot No. 1634 along with eastern line of plot number 1633, southern line of plot number 1627 along with southern and eastern line of plot number 1628, along with southern, eastern and northern line of plot number 1625, along with eastern line of plot numbers 1622, 1621 along with southern and eastern line of plot numbers 1612, 1613 along with eastern and northern line of plot number 1614, along with eastern line of plot numbers 1615, 1604, passes through plot number 994, passes along with eastern line of plot number 825, 826, 829 along with southern, eastern line of plot number 830, along with eastern line of plot number 834, passes through plot number 837 and meets at point 'A24'.
- A24 - A25 Line passes along with eastern line of plot numbers 764, 761, 753, of mouza Bara Bhorai, passes through plot number 759 along with eastern line of plot numbers 758, 757 along with eastern line of plot number 755, along with southern line of plot number 717, along with eastern and northern of plot number 716, passes through side by side Simra-Boarijore Public Works Department road along with eastern and northern line of plot number 163, 164 line passes along with eastern line of plot number 161, 130, 127 along with eastern and northern line of plot numbers 126, 125, passes along with eastern line of plot number 124, 116 along with eastern and northern line of plot number 117, line passes through plot numbers 113, 112, passes along with northern line of plot number 109, passes along with eastern line of plot number 111 and meets at point 'A25'.
- A25 - A1 Line passes through joint boundary line of mouza Bara Bhorai number 18 and Lohandia number 45 passes along with eastern line of plot number 403, passes along with eastern and northern line of plot number 402, passes along with eastern line of plot number 307 and meets at point 'A1'.

नई दिल्ली, ३० मई, २००१

का. आ. १२८६— केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाब्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र § अर्जन और विकास § अधिनियम, १९५७ § १९५७ का २० § § जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है § की धारा ४ की उपधारा § १ § द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ।

इस अधिसूचना के अंतर्गत आने वाले परिक्षेत्र के रेखांक सं. एस ई सी एल/बी एस पी/जी एम § पी एल जी §/भूमि/२३८ तारीख १६ मई, २००० का निरीक्षण कलेक्टर, जिला उमरिया § म.प्र. § के कार्यालय में या कोयला नियंत्रक, १ काउंसिल हाउस स्ट्रीट, कलकत्ता ७००००१ के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड § राजस्व अनुभाग §, सीपत रोड, बिलासपुर ४६५००६ § मध्य प्रदेश § के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा १३ की उपधारा § ७ § में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी/विभागाध्यक्ष § राजस्व §, साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर ४९५००६ § मध्य प्रदेश § को भेजें ।

अनुसूची  
सैमरिया ब्लॉक  
जोहिता क्षेत्र  
जिला-उमरिया मध्य प्रदेश

रेकॉर्ड सं. एस ई सीरल/बीएसपी/जीएम/

॥ पीएलपी ॥ भूमि/238,

तारीख 16 मई, 2000

॥ पूर्वेक्षण के लिए अधिसूचित भूमि वशाति हुई ॥

क्रम सं.	ग्राम	साधारण संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	कोटा	128	बांधवगढ़	उमरिया	170.360	भाग
2.	पुटपुड़ा	419	बांधवगढ़	उमरिया	360.140	पूर्ण
3.	सैमरिया	724	बांधवगढ़	उमरिया	110.500	भाग
कुल					641.000 हेक्टर	लगभग

य, 1383.91 एकड़ लगभग

सीमा वर्णन :-

- क-काख रेखा, ग्राम सैमरिया और कोटा की सम्मिलित सीमा पर बिन्दु "क" से आरंभ होती है और ग्राम जोटा से होती हुई बिन्दु "ख" पर मिलती है ।
- ख-ख-य रेखा, जोटा और पुटपुड़ा ग्रामों की सीमा के साथ जाती है और बिन्दु "घ" पर मिलती है ।
- घ-ड-घ रेखा पुटपुड़ा और सैमरिया ग्रामों की दक्षिणी सीमा के साथ जाती है और बिन्दु "व" पर मिलती है ।

व-छ-ज-झ रेखा ग्राम सेमरिया से होती हुई सेमरिया और पुटपुरा ग्रामों की सम्मिलित सीमा पर बिन्दु "झ" पर मिलती है ।

झ-क रेखा, ग्राम पुटपुरा की पश्चिमी सीमा के साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/16/2000-पी.आर.आई.डब्ल्यू.]

संजय बहादुर, उप सचिव

New Delhi, the 30th May, 2001

S. O. 1286.— - Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number: SECL/BSP/GM/Plan /LAND/ 238, dated the 16<sup>th</sup> May, 2000 of the area covered by this notification can be inspected in the Office of the Collector, Umaria, (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Kolkata - 700 001 or in the Office of the South Eastern Coalfields Limited (Revenue Section) Seepat Road, Bilaspur - 495006 (Madhya Pradesh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the officer-in-charge/Head of the Department of Revenue, South Eastern Coalfields Limited, Seepat Road, Bilaspur - 495006 (Madhya Pradesh), within ninety days from the date of publication of this notification in the Official Gazette.

Schedule  
Semaria Block  
Jharkhand Area

District- Umaria (Madhya Pradesh)

Plan No. SEC L/BSP/GM/Pg/Lanki/2/8

Dated 16<sup>th</sup> May 2000

(showing the land notified for prospecting)

Serial number	Village	General number	Tahsil	District	Area in hectares	Remarks
1	Kota	128	Bandhaogharh	Umaria	170.360	Part
2	Putpura	419	Bandhaogharh	Umaria	300.140	Full
3	Semaria	724	Bandhaogharh	Umaria	110.500	Part
Total 641.000 hectares (Approximately) OR 1583.91 Acres (Approximately)						

Boundary Description

- A-AI-B Line starts from point 'A' on the common boundary of villages Semaria and Kota and passes through village Kota and meets at point 'B'.
- B-C-D Line passes along the Eastern boundary of villages Kota and Putpura and meets at point 'D'.
- D-E-F Line passes along the Southern boundary of villages Putpura and Semaria and meets at point 'F'.
- F-G-H-I Line passes thorough village Semaria and meets on the common boundary of villages Semaria & Putpura and Point 'I'.
- I-A Line passes along the Western boundary of villages Putpura and meets at the starting point 'A'.

[No 43015/16/2000-PRIW]  
SANJAY BAHADUR, Dy. Secy

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 4 जून, 2001

का. आ. 1287— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 ( 1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है ) की धारा 3 की उप धारा (i) के अधीन जारी की गई, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 257, तारीख 6 फरवरी, 2001 द्वारा, तमिलनाडु राज्य में चेन्नई से तिरुच्चिरापल्ली होकर मदुराई तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट सी टी एम लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से सलग अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 16-2-2001 को उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उप धारा (i) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्र सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और केन्द्रीय सरकार, उस धारा की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी बिलिंगमो से मुक्त पेट्रोनेट सी टी एम लिमिटेड में निहित होगा ।

#### अनुसूची

तालूका : विरुद्धाचलम्		ज़िला : कडलूर		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे सं०	उप-खण्ड सं०	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सं० 22 ऐवदुकुडी	99	10	0	05	78

[फा. सं. 25011/1/2001-ओ.आर-1]

एस. चन्द्रशेखर, अवर सचिव

### Ministry of Petroleum and Natural Gas

New Delhi, the 4th June, 2001

S. O. 1287.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 257 dated the 6<sup>th</sup> February 2001 issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum products from Chennai to Madurai through Tiruchirapalli in the State of Tamil Nadu by Petronet CTM Limited;

And, whereas, copies of the said gazette notifications were made available to the public on 16.2.2001;

And, whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the Right of User in the land specified in the Schedule Appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the Right of User in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration in the Petronet CTM Limited, free from all encumbrances.

#### SCHEDULE

Taluk : Virudhachalam		District : Cuddalore		State : Tamil Nadu	
Name of the Village	Survey no	Sub-Division no	Area		
			Hectare	Are	Sq mtr
1	2	3	4	5	6
No.22 AIVADUGUDI	99	10	0	05	78

[File No. 25011/1/2001-OR-I]  
S CHANDRASEKHAR, Under Secy.

नई दिल्ली, 6 जून, 2001

का. आ. 1288— केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक राजस्थान राज्य में चाकसू से होती हुई पेट्रोलियम अपरिष्कृत के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "सलाया-मथुरा पाइपलाइन प्रणाली के विरमगाम-चाकसू, चाकसू-पानीपत व चाकसू-मथुरा सेक्शनों के संवर्द्धन" के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए उस भूमि में, जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का पयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में आक्षेप, लिखित रूप में श्री सुनील शर्मा,

सक्षम प्राधिकारी, रालाया-मथुरा पाइपलाइन (संवर्द्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, 33, मुक्तानंद नगर, गोपालपुरा बाई-पास, जयपुर, राजस्थान-302018 को कर सकेगा।

### अनुसूची

तहसील : ब्यावर		जिला : अजमेर		राज्य : राजस्थान	
गाँव का नाम	खसरा सं.	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
बाडिया श्यामा	80	0	02	50	
	79	0	00	65	
	66	0	08	00	
	67	0	04	50	
	68	0	02	21	
	65	0	04	10	
	64	0	00	33	
	63	0	03	49	
	62	0	05	89	
	162	0	02	70	
	161/2	0	01	21	
	163/1	0	09	00	
	164	0	06	88	
	171	0	00	20	
	170	0	02	18	
	168	0	09	69	
	169	0	02	16	
	251	0	15	68	
	252	0	09	60	
	253	0	09	60	
	314	0	00	20	
	433/2	0	02	20	
	432/1	0	03	58	
	431	0	05	56	
	430	0	05	15	
	446	0	07	10	
	559	0	15	63	
	551	0	07	72	
	552	0	05	71	
	730	0	07	18	
	726	0	04	50	
	725	0	06	00	

1	2	3	4	5
बाहिया एवमा	321	0	08	11
	322	0	00	20
	318	0	12	50
	317	0	10	80
	319	0	00	75
	316	0	11	52
	315	0	10	80
	547मिन	0	02	20
	546	0	10	46
	732	0	13	00
	731	0	18	00
जालिया-I	489	0	11	05
	497	0	09	53
	496	0	04	35
	498	0	10	33
	510	0	10	31
	518	0	03	39
	519	0	01	51
	509मिन	0	02	79
	520	0	00	29
	521	0	00	19
	528	0	04	85
	529	0	04	99
	1053/1	0	00	12
	1057	0	13	88
	1052/1	0	01	48
	1051	0	05	77
	1050	0	00	20
	1049	0	00	20
	1043	0	03	20
	1042	0	04	12
	1041	0	04	20
	859	0	02	26
	863/1	0	10	03
	862	0	00	20
	868	0	04	29
	869	0	15	66
	960	0	14	94
	962	0	00	20
	959	0	03	09
	957	0	04	05
	958	0	05	95
	952	0	11	45

1	2	3	4	5
	919	0	03	19
	920	0	06	30
	921	0	00	20
	913	0	03	76
	914	0	09	46
	916	0	00	40
	915	0	05	47
	906	0	03	06
	905	0	09	54
	904	0	02	48
शिवनाथपुरा	93	0	00	61
	94	0	14	00
	92	0	01	66
	128	0	00	40
	129	0	01	21
	130	0	03	91
	285	0	10	65
	286	0	01	47
	284/1	0	16	26
	384	0	18	07
	403	0	03	12
	385	0	00	99
	387	0	30	50
	392	0	11	30
	393	0	02	70
	462	0	08	87
	460	0	16	26
भोजपुरा	264	0	01	85
	266	0	09	27
	267	0	01	12
	272	0	00	81
	275	0	00	63
	276	0	00	20
	274	0	04	26
	273	0	07	44
	271	0	00	36
	331	0	07	21
	332	0	09	03
	333	0	07	32
	340	0	01	02

1	2	3	4	5
	337	0	00	80
	335	0	00	63
	336	0	18	50
	400/1	0	08	64
	405	0	06	77
	415	0	03	77
	416	0	01	92
	634	0	05	88
	632	0	09	43
	628	0	05	60
	636	0	01	45
	630	0	00	60
	629	0	05	50
	635	0	00	60
केशरपुरा (परसा)	79	0	05	54
	80	0	05	70
	82	0	04	25
	83	0	01	38
	84	0	00	95
	85	0	00	35
	71	0	05	85
	70	0	04	20
	69	0	02	70
	68	0	00	48
	57	0	02	70
	58	0	02	20
	59	0	05	50
	60	0	00	20
	62	0	04	65
	55	0	01	00
	54	0	07	48
	63	0	00	40
	513	0	01	30
	514	0	12	00
	515	0	00	20
	665	0	01	00
	666	0	05	30
	667	0	00	30
	663	0	01	65
	664	0	06	30

1	2	3	4	5
	518	0	00	20
	655	0	04	00
	526	0	00	40
	528	0	04	42
	529	0	03	15
	645	0	01	70
	644	0	08	60
	639मिज	0	07	40
	638	0	03	42
	637	0	03	40
	634	0	03	56
	631	0	05	35
	630	0	06	30
	629	0	01	95
	617	0	07	68
	604	0	02	90
	603	0	08	02
	599	0	02	85
	597	0	03	00
	595	0	14	00
बून्दही मालदेव	1043	0	01	00
	994	0	05	13
	995	0	02	97
	1042	0	00	20
	1027	0	03	10
	1026	0	03	50
	1024/1	0	03	90
	1025	0	01	48
	1022	0	21	40
	1010	0	01	29
	1011	0	09	90
	877	0	11	55
	841/1	0	00	71
	842	0	02	81
	866	0	08	45
	865	0	03	74
	844	0	05	58
	851	0	01	00
	859	0	03	83
	860	0	02	22

1	2	3	4	5
	861	0	00	78
	769	0	03	83
	768	0	05	33
	731	0	02	26
	767	0	01	80
	766	0	07	06
	765	0	00	40
	763	0	03	12
	762मिज	0	02	92
	760	0	03	03
	759	0	07	09
	758	0	02	60
	751	0	00	51
	757	0	00	65
	755	0	01	25
	754	0	00	20
	756	0	03	54
	553/1	0	00	82
	552/1	0	02	74
	151/1	0	04	85
	152	0	05	16
	150	0	02	40
	162	0	10	80
	163	0	05	60
	165	0	05	40
	166	0	07	51
	190	0	01	60
	171	0	03	51
	172	0	04	00
	185	0	00	86
	178	0	03	50
	179	0	04	70
	180	0	02	25
	177	0	02	20
	174	0	02	25
	175	0	04	15
	176	0	00	75
	69	0	01	10
	65	0	14	20
	62	0	01	20

1	2	3	4	5
	64	0	01	37
	63	0	09	81
	36	0	01	37
	35	0	04	60
	34	0	01	47
सेदरिया	995	0	01	51
	996	0	09	80
	998	0	08	52
	999	0	03	20
	1015	0	06	30
	1011	0	03	45
	1012	0	05	01
	1014	0	01	70
	1010	0	07	00
	1019	0	05	25
	1009/1348	0	01	20
	1029	0	00	20
	1030	0	04	38
	1033/1	0	04	23
	1269	0	19	46
	1271	0	05	18
	1272	0	05	09
	1273	0	00	40
	1276	0	08	33
	1277	0	08	83
	1278	0	00	20
	1279/1	0	11	30
	1280	0	00	20
	1282/1	0	02	85
	1283/1	0	02	18
	1284/1	0	01	95
	1285/1मिन	0	03	60
	1286/1	0	03	30
	1291	0	10	88
	1294	0	02	80
	1163	0	12	00
	1160	0	11	14
	1159	0	02	44
	1158	0	01	32
	1157	0	08	00

1	2	3	4	5
	1156	0	00	65
	1149	0	13	02
	1148/1मिन	0	08	64
	1147/1मिन	0	02	00
बलाइ	495/2	0	25	04
	496/2	0	00	20
	497/2	0	00	20
	498	0	00	62
	481/2	0	01	96
	480	0	02	95
	482	0	00	74
	475	0	05	12
	474	0	03	56
	469	0	00	20
	470	0	16	31
	472	0	06	42
	471	0	01	58
	445	0	01	24
	444	0	04	40
	443	0	05	91
	439मिन	0	03	76
	438मिन	0	04	60
	548	0	03	53
	312/2	0	00	61
	311/1	0	01	34
	311/2	0	01	37
	310	0	03	00
	308	0	01	78
	306	0	00	90
	309	0	08	20
	232	0	16	30
	225	0	13	49
	226	0	02	60
	233	0	02	00
	224	0	04	44
	223	0	04	44
	222	0	04	47
	220	0	04	05
	219	0	07	30
	178	0	00	40

1	2	3	4	5
	218	0	00	24
	180	0	06	18
	181	0	05	20
	182	0	05	00
	183	0	05	05
	193	0	07	40
	194	0	02	40
	903	0	06	87
	902/1	0	00	95
	902/2	0	04	72
गङ्गी थोरियान	1428	0	06	45
	1427	0	03	50
	1433	0	01	30
	1434	0	04	11
	1461	0	00	20
	1460	0	10	58
	1625	0	01	90
	1624	0	11	00
	1626	0	00	25
	1622	0	01	10
	1628	0	13	00
	1640	0	00	20
	1641	0	00	20
	1642	0	00	20
	1644/1	0	00	39
	1645/1	0	04	06
	1647	0	04	90
	1658/1	0	01	18
	1659	0	02	45
	1660/2	0	01	09
	1661	0	00	50
	1687/2	0	00	89
	1685	0	06	99
	1684	0	00	20
	1683	0	07	41
	1681	0	10	07
	1680	0	00	90
	1679	0	08	14
	650/3	0	03	21
सैसपुरा	313	0	04	50

1	2	3	4	5
	314	0	08	00
	316	0	03	35
	317	0	03	53
	318	0	03	27
	319	0	00	20
	468/1	0	03	19
	467	0	02	00
	466	0	02	70
	464	0	03	60
	465	0	02	60
लसाडिया	130	0	02	25
	128	0	00	20
	24	0	03	00
	25	0	00	25
	27	0	05	50
	60	0	04	00
	68	0	05	40
	70	0	07	41
लसाना I	755	0	01	73
	762	0	01	83
	763	0	02	32
	764	0	00	59
	765	0	03	78
	766	0	02	06
	647	0	04	54
	645	0	08	00
	646	0	01	00
	579	0	10	40
	582	0	00	20
	585	0	07	34
	584	0	01	60
	602	0	00	40
	603	0	00	75
	616	0	17	00
	615	0	00	60
	522	0	02	54
	521	0	08	53
	509	0	02	60
	508	0	00	20
	504	0	05	00
	496	0	05	08

1	2	3	4	5
माहावास	560	0	06	12
	949	0	01	50
	977	0	03	56
	976	0	00	30
	975/1	0	04	00
	981/2	0	00	81
	981/1	0	00	20
	997	0	01	50
	996	0	03	00
	1863	0	09	30
सुभावा	1858	0	07	79
	692	0	00	20
	704	0	06	65
	705	0	02	94
	702	0	07	60
	701/1	0	00	25
	703	0	00	80
	696	0	03	35
	698	0	00	65
	697	0	02	70
	719	0	01	50
	718	0	02	40
	730	0	03	05
	722	0	00	48
	723	0	00	30
	729	0	03	60
	733	0	04	10
	736	0	00	40
	745	0	03	45
	744	0	03	50
	743	0	03	20
	742	0	04	65
	791	0	01	65
	790	0	02	45
	794	0	03	78
	798	0	01	50
	797	0	00	80
	795	0	06	17
	796	0	00	20
	816/1	0	01	50
	817	0	01	42

1	2	3	4	5
	818	0	02	90
	819	0	00	40
	822	0	01	75
	821	0	01	10
	824	0	02	45
	825	0	02	45
	826	0	02	35
	831	0	01	85
	832	0	02	30
	836	0	02	25
	837	0	01	45
	838	0	02	00
	843	0	03	50
	466/2	0	10	00
	891	0	12	00
	892	0	01	29
	890	0	05	50
	889	0	05	32
	1028	0	03	05
	1018	0	10	80
	1020	0	00	20
	1012	0	00	95
	1011	0	06	38
	1010	0	01	00
	1000	0	02	45
	1115	0	00	70
	1114	0	03	50
	1117/2	0	00	20
	1118	0	01	15
	1119	0	02	50
	1120/1899	0	02	00
	1122	0	00	40
	1121/1	0	06	70
	1120	0	00	40
	1146	0	03	50
	1145/1	0	04	10
	1159	0	06	40
	1161	0	03	25
	1160/1	0	02	69
	1160/2	0	00	81
	1163	0	02	70

1	2	3	4	5
लाखीना	940	0	10	36
	941	0	03	20
	942	0	05	22
	943	0	06	76
	944	0	02	82
	923	0	13	39
	922	0	00	38
	945	0	10	71
	968	0	03	48
	967	0	12	13
	987	0	11	20
	988/2	0	07	85
	990	0	00	70
	1005/2	0	03	40
	989	0	02	20
	1004	0	04	50
	1003/2	0	10	10
	1062	0	04	70
	1060	0	00	20
	1061	0	03	00
	1056	0	02	10
	1057	0	03	65
	1050	0	03	00
	1053	0	00	50
	879	0	02	50
	872	0	01	29
	827	0	01	36
	826	0	00	20
	825	0	01	40
	831	0	00	20

[फा. सं. 25011/8/2001-ओ.आर-1]

एम. चन्द्रशेखर, अवर सचिव

New Delhi, the 6th June, 2001

S. O. 1288.—. Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, pipeline should be laid by the Indian Oil Corporation Limited for implementing the “Augmentation of Viramgam – Chaksu. Chaksu – Panipat & Chaksu – Mathura sections of Salaya – Mathura Pipeline System.”

And, whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Sunil Sharma, Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Limited, 33, Muktanand Nagar, Gopal Pura Bye-Pass, Jaipur, Rajasthan.  
302018.

Encl: Schedule

## SCHEDULE

Tehsil : BEAWAR		District : AJMER		State : RAJASTHAN	
Name of the Village	Khasara No	Area			
		Hectare	Are	Sq mtr	
1	2	3	4	5	
BADIYA SHYAMA	80	0	02	50	
	79	0	00	65	
	66	0	08	00	
	67	0	04	50	
	68	0	02	21	
	65	0	04	10	
	64	0	00	33	
	63	0	03	49	
	62	0	05	89	
	162	0	02	70	
	161/2	0	01	21	
	163/1	0	09	00	
	164	0	06	88	
	171	0	00	20	
	170	0	02	18	
	168	0	09	69	
	169	0	02	16	
	251	0	15	68	
	252	0	09	60	
	253	0	09	60	
	314	0	00	20	
	433/2	0	02	20	
	432/1	0	03	58	
	431	0	05	56	
	430	0	05	15	
	446	0	07	10	
	559	0	15	63	
	551	0	07	72	
	552	0	05	71	
	730	0	07	18	
	726	0	04	50	
	725	0	06	00	
BADIYA JAGGA	321	0	08	11	
	322	0	00	20	
	318	0	12	50	

1	2	3	4	5
	317	0	10	80
	319	0	00	75
	316	0	11	52
	315	0	10	80
	547Min	0	02	20
	546	0	10	46
	732	0	13	00
	731	0	18	00
JALIYA-I	489	0	11	05
	497	0	09	53
	496	0	04	35
	498	0	10	33
	510	0	10	31
	518	0	03	39
	519	0	01	51
	509Min	0	00	79
	520	0	00	29
	521	0	06	19
	528	0	03	85
	529	0	01	99
	1053/1	0	09	12
	1057	0	13	88
	1052/1	0	01	48
	1051	0	05	77
	1050	0	00	20
	1049	0	00	20
	1043	0	03	20
	1042	0	04	12
	1041	0	04	20
	859	0	02	26
	863/1	0	10	03
	862	0	00	20
	868	0	04	29
	869	0	15	66
	960	0	14	94
	962	0	00	20
	959	0	03	09
	957	0	04	05
	958	0	05	95
	952	0	11	45

1	2	3	4	5
	919	0	03	19
	920	0	06	30
	921	0	00	20
	913	0	03	76
	914	0	09	46
	916	0	00	40
	915	0	05	47
	906	0	03	06
	905	0	09	54
	904	0	02	48
SHIVNATHPURA	93	0	00	61
	94	0	14	00
	92	0	01	66
	128	0	00	40
	129	0	01	21
	130	0	03	91
	285	0	10	65
	286	0	01	47
	284/1	0	16	26
	384	0	18	07
	403	0	03	12
	385	0	00	99
	387	0	30	50
	392	0	11	30
	393	0	02	70
	462	0	08	87
	480	0	16	26
BHOJPURA	264	0	01	85
	266	0	09	27
	267	0	01	12
	272	0	00	81
	275	0	00	63
	276	0	00	20
	274	0	04	26
	273	0	07	44
	271	0	00	36
	331	0	07	21
	332	0	09	03
	333	0	07	32
	340	0	01	02

1	2	3	4	5
	337	0	00	80
	335	0	00	63
	336	0	18	50
	400/1	0	08	64
	405	0	06	77
	415	0	03	77
	416	0	01	92
	634	0	05	88
	632	0	09	43
	628	0	05	60
	636	0	01	45
	630	0	00	60
	629	0	05	50
	635	0	00	60
KESHARPURA (PARSA)	79	0	05	54
	80	0	05	70
	82	0	04	25
	83	0	01	38
	84	0	00	95
	85	0	00	35
	71	0	05	85
	70	0	04	20
	69	0	02	70
	68	0	00	48
	57	0	02	70
	58	0	02	20
	59	0	05	50
	60	0	00	20
	62	0	04	65
	55	0	01	00
	54	0	07	48
	63	0	00	40
	513	0	01	30
	514	0	12	00
	515	0	00	20
	665	0	01	00
	666	0	05	30
	667	0	00	30
	663	0	01	65
	664	0	06	30

1	2	3	4	5
	518	0	00	20
	655	0	04	00
	526	0	00	40
	528	0	04	42
	529	0	03	15
	645	0	01	70
	644	0	08	60
	639Min	0	07	40
	638	0	03	42
	637	0	03	40
	634	0	03	56
	631	0	05	35
	630	0	06	30
	629	0	01	95
	617	0	07	68
	604	0	02	90
	603	0	08	02
	599	0	02	85
	597	0	03	00
	595	0	14	00
NOONDRI MALDEO	1043	0	01	00
	994	0	05	13
	995	0	02	97
	1042	0	00	20
	1027	0	03	10
	1026	0	03	50
	1024/1	0	03	90
	1025	0	01	48
	1022	0	21	40
	1010	0	01	29
	1011	0	09	90
	877	0	11	55
	841/1	0	00	71
	842	0	02	81
	866	0	08	45
	865	0	03	74
	844	0	05	58
	851	0	01	00
	859	0	03	83
	860	0	02	22

1	2	3	4	5
	861	0	00	78
	769	0	03	83
	768	0	05	33
	731	0	02	26
	767	0	01	80
	766	0	07	06
	765	0	00	40
	763	0	03	12
	762Min	0	02	92
	760	0	03	03
	759	0	07	09
	758	0	02	60
	751	0	00	51
	757	0	00	65
	755	0	01	25
	754	0	00	20
	756	0	03	54
	553/1	0	00	82
	552/1	0	02	74
	151/1	0	04	85
	152	0	05	16
	150	0	02	40
	162	0	10	80
	163	0	05	60
	165	0	05	40
	166	0	07	51
	190	0	01	60
	171	0	03	51
	172	0	04	00
	185	0	00	86
	178	0	03	50
	179	0	04	70
	180	0	02	25
	177	0	02	20
	174	0	02	25
	175	0	04	15
	176	0	00	75
	69	0	01	10
	65	0	14	20
	62	0	01	20

1	2	3	4	5
SEDARIYA	64	0	01	37
	63	0	09	81
	36	0	01	37
	35	0	04	60
	34	0	01	47
	995	0	01	51
	996	0	09	80
	998	0	08	52
	999	0	03	20
	1015	0	06	30
	1011	0	03	45
	1012	0	05	01
	1014	0	01	70
	1010	0	07	00
	1019	0	05	25
	1009/1348	0	01	20
	1029	0	00	20
	1030	0	04	38
	1033/1	0	04	23
	1269	0	19	46
	1271	0	05	18
	1272	0	05	09
	1273	0	00	40
	1276	0	08	33
	1277	0	08	83
	1278	0	00	20
	1279/1	0	11	30
	1280	0	00	20
	1282/1	0	02	85
	1283/1	0	02	18
	1284/1	0	01	95
	1285/1Min	0	03	60
	1286/1	0	03	30
	1291	0	10	88
	1294	0	02	80
	1163	0	12	00
	1160	0	11	14
	1159	0	02	44
	1158	0	01	32
	1157	0	08	00

1	2	3	4	5
BALAR	1156	0	00	65
	1149	0	13	02
	1148/1Min	0	08	64
	1147/1Min	0	02	00
	495/2	0	25	04
	496/2	0	00	20
	497/2	0	00	20
	498	0	00	62
	481/2	0	01	96
	480	0	02	95
	482	0	00	74
	475	0	05	12
	474	0	03	56
	469	0	00	20
	470	0	16	31
	472	0	06	42
	471	0	01	58
	445	0	01	24
	444	0	04	40
	443	0	05	91
	439Min	0	03	76
	438Min	0	04	60
	548	0	03	53
	312/2	0	00	61
	311/1	0	01	34
	311/2	0	01	37
	310	0	03	00
	308	0	01	78
	306	0	00	90
	309	0	08	20
	232	0	16	30
	225	0	13	49
	226	0	02	60
	233	0	02	00
	224	0	04	44
	223	0	04	44
	222	0	04	47
	220	0	04	05
	219	0	07	30
	178	0	00	40

1	2	3	4	5
	218	0	00	24
	180	0	06	18
	181	0	05	20
	182	0	05	00
	183	0	05	05
	193	0	07	40
	194	0	02	40
	903	0	06	87
	902/1	0	00	95
	902/2	0	04	72
GARHI THORIYAN	1428	0	06	45
	1427	0	03	50
	1433	0	01	30
	1434	0	04	11
	1461	0	00	20
	1460	0	10	58
	1625	0	01	90
	1624	0	11	00
	1626	0	00	25
	1622	0	01	10
	1628	0	13	00
	1640	0	00	20
	1641	0	00	20
	1642	0	00	20
	1644/1	0	00	39
	1645/1	0	04	06
	1647	0	04	90
	1658/1	0	01	18
	1659	0	02	45
	1660/2	0	01	09
	1661	0	00	50
	1687/2	0	00	89
	1685	0	06	99
	1684	0	00	20
	1683	0	07	41
	1681	0	10	07
	1680	0	00	90
	1679	0	08	14
	650/3	0	03	21
SENSPURA	313	0	04	50

1	2	3	4	5
	314	0	08	00
	316	0	03	35
	317	0	03	53
	318	0	03	27
	319	0	00	20
	468/1	0	03	19
	467	0	02	00
	466	0	02	70
	464	0	03	60
	465	0	02	60
LASADIYA	130	0	02	25
	128	0	00	20
	24	0	03	00
	25	0	00	25
	27	0	05	50
	60	0	04	00
	68	0	05	40
	70	0	07	41
LASANI I	755	0	01	73
	762	0	01	83
	763	0	01	32
	764	0	00	59
	765	0	03	78
	766	0	02	06
	647	0	04	54
	645	0	08	00
	646	0	01	00
	579	0	10	40
	582	0	00	20
	585	0	07	34
	584	0	01	60
	602	0	00	40
	603	0	00	75
	616	0	17	00
	615	0	00	60
	522	0	02	54
	521	0	08	53
	509	0	02	60
	508	0	00	20
	504	0	05	00
	496	0	05	08

1	2	3	4	5
MANDAWAS	560	0	06	12
	949	0	01	50
	977	0	03	56
	976	0	00	30
	975/1	0	04	00
	981/2	0	00	81
	981/1	0	00	20
	997	0	01	50
	996	0	03	00
	1863	0	09	30
SUHAWA	1858	0	07	79
	692	0	00	20
	704	0	06	65
	705	0	02	94
	702	0	07	60
	701/1	0	00	25
	703	0	00	80
	696	0	03	35
	698	0	00	65
	697	0	02	70
	719	0	01	50
	718	0	02	40
	730	0	03	05
	722	0	00	48
	723	0	00	30
	729	0	03	60
	733	0	04	10
	736	0	00	40
	745	0	03	45
	744	0	03	50
	743	0	03	20
	742	0	04	65
	791	0	01	65
	790	0	02	45
	794	0	03	78
	798	0	01	50
	797	0	00	80
	795	0	06	17
	796	0	00	20
	816/1	0	01	50
	817	0	01	42

1	2	3	4	5
	818	0	02	90
	819	0	00	40
	822	0	01	75
	821	0	01	10
	824	0	02	45
	825	0	02	45
	826	0	02	35
	831	0	01	85
	832	0	02	30
	836	0	02	25
	837	0	01	45
	838	0	02	00
	843	0	03	50
	466/2	0	10	00
	891	0	12	00
	892	0	01	29
	890	0	05	50
	889	0	05	32
	1028	0	03	05
	1018	0	10	80
	1020	0	00	20
	1012	0	00	95
	1011	0	06	38
	1010	0	01	00
	1000	0	02	45
	1115	0	00	70
	1114	0	03	50
	1117/2	0	00	20
	1118	0	01	15
	1119	0	02	50
	1120/1899	0	02	00
	1122	0	00	40
	1121/1	0	06	70
	1120	0	00	40
	1146	0	03	50
	1145/1	0	04	10
	1159	0	06	40
	1161	0	03	25
	1160/1	0	02	69
	1160/2	0	00	81
	1163	0	02	70

1	2	3	4	5
LAKHEENA	940	0	10	36
	941	0	03	20
	942	0	05	22
	943	0	06	76
	944	0	02	82
	923	0	13	39
	922	0	00	38
	945	0	10	71
	968	0	03	48
	967	0	12	13
	987	0	11	20
	988/2	0	07	85
	990	0	00	70
	1005/2	0	03	40
	989	0	02	20
	1004	0	04	50
	1003/2	0	10	10
	1062	0	04	70
	1060	0	00	20
	1061	0	03	00
	1056	0	02	10
	1057	0	03	65
	1050	0	03	00
	1053	0	00	50
	879	0	02	50
	872	0	01	29
	827	0	01	36
	826	0	00	20
	825	0	01	40
	831	0	00	20

[No. R-25011/8/2001 OR-I]

S. CHANDRASEKHAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 10 मई, 2001

का.आ. 1289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 10-5-2001 को प्राप्त हुआ था।

[सं. एन-17012/43/95-आई थार. (बी-II)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 10th May, 2001

S.O. 1289.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 10-5-2001.

[No. L-17012/43/95-IR(B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B.G. Saxena, Presiding Officer

REFERENCE NO. CGIT: 164/2000

Employers in relation to the management of  
L.I.C. of India

AND

Their Workman Shri S. K. Galphade

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-17012/43/95/IR(B.II) dated 10-2-97 on the following schedule.

THE SCHEDULE

"Whether the action of the management of the Life Insurance Corporation of India, in removing Shri S.K. Galphade, Prob. Asstt. from the service with immediate effect vide order dated 27-04-92 is legal, justified, proper and proportionate to the gravity of the offence? If not, to what relief the workman is entitled to?"

The workman Sh. Sandipan Kamaji Galphade was employed in Life Insurance Corporation of India as peon. He was promoted from record clerk to Probationary Assistant. During the year 1990 and 1991 he was working as Probationary Assistant in the Prabhani Branch of Life Insurance Corporation of India.

It is admitted by both the parties that on 14-03-91 the workman was working as Probationary Assistant and he was doing the despatch work. He was maintaining the record of purchase of stamps and the use of postal stamps. In the chargesheet dated 14-03-91, it was alleged that the workman Sh. S. K. Galphade manipulated the entries in the despatch register and postage stock register on six occasions i.e. 2-3-90, 6-9-90, 11-9-90, 14-9-90, 21-9-90 and 7-8-90. The amount involved in the entries of postal stamps was Rs. 84, Rs. 480, Rs. 138, Rs. 434, Rs. 4, Rs. 156 etc. The total stamps used during the year 1990 and 1991 for which no account was maintained was valued Rs. 33, 773.25 paise.

In the chargesheet the details of the valuation of the stamps which were not incorporated in the registers were given. For the manipulation of various entries the details were mentioned in the chargesheet specifically regarding the loss caused to the Life Insurance Corporation of India.

The workman has alleged that the enquiry was not conducted fairly and according to the principle of natural justice. The punishment awarded to him i.e. his removal from service is not justified. Due to over Pressure of work he could not make all the entries of the envelopes which were despatched to the policy holders and did not make entries in the postage stock register and despatch register. The irregularity of Rs. 4 and Rs. 80 is very minor. He therefore can be considered negligent only. He had not committed any theft. His appeal was dismissed by Appellate Authority after a period of six months which was not proper.

The management stated that the chargesheet was given to the workman on 14-03-91 for various irregularities including falsification of records and misappropriation of funds. All the details were given in the chargesheet regarding the amount involved. Show cause notice was also issued to him on 30-12-91, proposing the penalty of removal from service and the final order was passed by disciplinary authority on 27-04-92. The workman's appeal was rejected by Appellate Authority on 16-1-93. During enquiry the workman was provided the help of his defence representative. On his request Sh. K. B. Gote, Higher Grade Assistant was allowed to assist workman during the enquiry. Shri M. A. Mohammad was appointed as Enquiry Officer and all the relevant documents and records were made available.

able to the workman during the course of enquiry.

The workman had summoned eight witnesses, but only two witnesses Sh. N.A. Salve and Sh. O.C. Choudhary had appeared before the enquiry officer on 8-8-91. The workman was given full opportunity to defend himself. The enquiry officer found that the misappropriation of the postal stamps valued Rs. 28,976.50 paise has been proved. The workman had himself checked all the entries made by him in the despatch register and the postage stock register during the enquiry and he could not explain how the stamps valued Rs. 28,976.50 paise were used by him in despatching the envelopes during the relevant period. He was removed from service according to the Life Insurance Corporation of India (Staff) under Regulations 39 (F) which empowers the competent authority for imposing the punishment of removal from the service of the employee.

Both the parties have submitted documentary evidence and have also produced oral evidence in this C.G.I.T. Court.

On behalf of workman the statement of workman Shri Sandeep Kamaji Galphade was recorded in the court of C.G.I.T. No. 1 at Mumbai. The witness was cross examined on 04-06-99. On behalf of management of LIC Shri S. N. Gachhe has filed affidavit and he was cross examined by Shri R. N. Pathne, President Western Zone Insurance Employees Association. The cross examination of this witness was recorded on 03-10-2000.

Both the parties closed their evidence. They have submitted written arguments and also additional written arguments. The representative of the parties did not argue the case orally.

I have considered the entire oral and documentary evidence produced on record and the arguments submitted by the parties.

The workman Sh. S. K. Galphade was cross examined on 04-06-99. He admitted in cross examination that the enquiry was held against him before imposing the punishment. During enquiry he was given assistance of Sh. K.B. Gote. He says that he and his defence representative K. B. Gote had signed the enquiry proceedings which were recorded daily. He also admits that his witnesses were allowed to be examined. He does not know why other witnesses did not attend the enquiry. The enquiry proceeding were recorded without any correction, scoring or overwriting. This witness therefore clearly says that he was given full opportunity to defend himself during the enquiry proceedings. He and his friend Shri K. B. Gote attended the enquiry proceedings. He does not say anywhere in cross-examination that the enquiry was not fair.

Shri S. N. Gachhe, the Administrative Officer of LIC also stated in his cross-examination that Galphade was given one month's time to submit the

reply of show cause notice. Only one chargesheet was drawn against him. The six witnesses did not appear to depose in favour of the workman.

In the above circumstances, it is evident that the enquiry was conducted fairly by the Enquiry Officer and the workman was provided full opportunity to defend himself. The enquiry proceedings were also recorded in his presence. His defence representative Shri K. B. Gote also attended the enquiry proceedings with him.

The enquiry report is on the file which shows that the workman was given full opportunity to explain the charges of manipulation of records and tampering the registers. He had admitted that he was preparing the vouchers for the purchases of stamps. He also admitted that the stamps were in his custody. The despatch register was also being maintained by him. The workman during the enquiry could not explain how the stamps valued Rs. 28,976.50 paise were used by him in despatching envelopes during the relevant period mentioned in the chargesheet.

In the aforesaid circumstances it is clear that workman had seen all the documents which were submitted during the enquiry by the management, but he could not explain his conduct. The Enquiry Officer also calculated the amount and found that the charge of misappropriation of stamps valued Rs. 28,976.50 paise was proved against him. It shows that the Enquiry Officer himself checked the record i.e. despatch register and the postage stock register for ascertaining the amount of stamps misappropriated. There is nothing on record to show that the Enquiry Officer did not conduct the enquiry fairly.

In the above circumstances the enquiry was conducted by the Enquiry Officer fairly and according to the principles of natural justice.

The punishment of removing the workman from service in the aforesaid circumstances was therefore justified. The delay in the disposal of appeal by the Appellate Authority does not in any way vitiate the enquiry proceedings. The punishment awarded to the workman is therefore just and proper. The workman is not entitled to any other relief.

#### ORDER

The action of the management of Life Insurance Corporation of India in removing Shri Sandeep Kamaji Galphade, Prob. Assistant from service w.e.f. 27-4-92 is legal, justified and proper. The punishment awarded to him is also justified. The workman is not entitled to any relief claimed by him.

The reference is answered accordingly.

Nagpur,  
Dr. 30-3-2001

B. G. SAXENA, Presiding Officer

नई दिल्ली, 10 जूई, 2001

का.आ. 1290.—ग्रोद्योतिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार पंजाब वेल्फेयर बैंक के श्रद्धांश के सम्बन्ध में नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट ग्रोद्योति,

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2001 को प्राप्त हुआ था।

[सं. एल-12013/59/98-आई. आर. (बी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2001

S.O. 1290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 10-5-2001.

[No. L-12013/59/98-IR(B-II)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 129 of 1998

In the matter of dispute between :—

Joint Secretary,  
National Confederation of Bank Employees,  
128/301, Kidwai Nagar,  
Kanpur

And

Senior Regional Manager,  
Punjab National Bank,  
Regional Office,  
Birhana Road, Kanpur.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. 12013/59/98/IR (B-II) dated 20-7-98, has referred the following dispute for adjudication to this tribunal :

“Whether the action of the management of Punjab National Bank in transferring their workman Shri K. K. Nigam on the ground of being surplus in accordance with their scheme dated 16-9-93 ? If not, to what relief the said workman is entitled.”

2. In the instant case today is the date fixed for disposal of the application moved by the workman Management and the concerned workman moved a joint application requesting the tribunal to pass a ‘No Dispute Award’ in the case as they have arrived at an amicable settlement over the dispute referred to this tribunal by the Government of India. They have also filed a copy of settlement dated 21-4-2001

duly signed by the concerned workman alongwith his representative raising the present industrial dispute and the management of the bank through Shri Sidharth Kapoor, Sr. Manager Personnel, HRD Division, Head Office, New Delhi and Sri Rakesh Gautam, Manager Personnel, HRD Division, New Delhi. The terms of settlement dated 21-4-2001 are as under :

1. That Sri K. K. Nigam would report at RO : Agra by 28th April, 2001 for his further posting at BO Kamalganj. In the event of bank considering administrative transfer of Sh. K. K. Nigam from BO Kamalganj as clerk, his transfer to Kanpur Region will be considered by the bank.
2. That Sri K. K. Nigam would be treated as absent from his duties from 16th October, 1993 i.e. the date on which he was relieved for reporting at Regional Office, Gorakhpur for his further duties till he reports for his further duties at Regional Office, Agra and he would not be entitled to any benefit monetary or otherwise for the period of his above absence except that the above period of absence would be reckoned for the purpose of superannuation benefits as a special case.
3. That both the parties to this settlement i.e. the Management of PNB and PNB Staff Association (UP) alongwith Sri K. K. Nigam would file an application before Industrial Tribunal, Kanpur, as per Annexure to this Settlement in the pending alleged Industrial Dispute No. 129/98 for passing of ‘No Dispute Award’.
4. If any doubt or difficulty arises regarding interpretation and implementation of any provision of this settlement the matter shall be taken up only at the level of Punjab National Bank, HRD Divisional, Head Office and PNB Staff Association (UP) for discussion/settlement.
5. It is agreed that both the parties would submit a report of implementation of this settlement to the concerned authorities by 19-5-2001 failing which it shall be presumed that this settlement stands implemented.
6. Both the parties agree to forward copies of the settlement to the authorities prescribed under the Industrial Disputes Act, 1947.

3. I have gone through the aforesaid terms of settlement dated 21st Day of April, 2001, carefully and I have no hesitation in holding that now there remains no dispute between the parties on the reference made to this tribunal for adjudication by the Ministry of Labour, New Delhi. Accordingly the

present reference is decided in terms of settlement dated 21-4-2001 referred to above and as there remains no dispute between the parties 'A No Dispute Award' is given.

4. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 10 मई, 2001

का.आ. 1291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब नेशनल बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/अम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार, को 10-5-2001 को प्राप्त हुआ था।

[सं. एल-12013/57/98-आई आर. बी-II]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th May, 2001

S.O. 1291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman which was received by the Central Government on 10-5-01.

[No. L-12013/57/98-IR (B-II)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial dispute No. 131 of 1998

In the matter of dispute between :

Joint Secretary,  
National Confederation of Bank Employees,  
128/301, Kidwai Nagar,  
Kanpur

And

Senior Regional Manager,  
Punjab National Bank,  
Regional Office,  
Birhana Road, Kanpur.

#### AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. 12013/57/98/IR (B-II)

dated 20-7-98, has referred the following dispute for adjudication to this tribunal :

"Whether the action of the management of Punjab National Bank in transferring their workman Shri Amil Srivastava on the ground of being surplus in accordance with their scheme dated 16-9-93 ? If not, to what relief the said workman is entitled."

2. In the instant case today is the date fixed for disposal of the application moved by the workman. Management and the concerned workman moved a joint application requesting the tribunal to pass a 'No Dispute Award' in the case as they have arrived at an amicable settlement over the dispute referred to this tribunal by the Government of India. They have also filed a copy of settlement dated 21-4-2001 duly signed by the concerned workman alongwith his representative raising the present industrial dispute and the management of the bank through Shri Sidharth Kapoor, Sr. Manager Personnel, HRD division, Head Office, New Delhi and Sri Rakesh Gautam, Manager Personnel, HRD Division, New Delhi. The terms of settlement dated 21-4-2001 are as under :—

1. That Sri Srivastava would report at RO : Agra by 28th April, 2001 for his further posting at BO Kamalganj. In the event of bank considering administrative transfer of Sh. Srivastava from BO Kamalganj as clerk, his transfer to Kanpur Region will be considered by the bank.
2. That Sri Srivastava would be treated as absent from his duties from 16th October, 1993 i.e. the date on which he was relieved for reporting at Regional Office, Gorakhpur for his further duties till he reports for his further duties at Regional Office, Agra and he would not be entitled to any benefit monetary or otherwise for the period of his above absence except that the above period of absence would be reckoned for the purpose of superannuation benefits as a special case.
3. That both the parties to this settlement i.e. the Management of PNB and PNB Staff Association (UP) alongwith Sri A. K. Srivastava would file an application before Industrial Tribunal, Kanpur, as per Annexure to this Settlement in the pending alleged Industrial Dispute No. 129/98 for passing of 'No Dispute Award'.
4. If any doubt or difficulty arises regarding interpretation and implementation of any provision of this settlement the matter shall be taken up only at the level of Punjab National Bank, HRD Division, Head Office

and PNB Staff Association (UP) for discussion/settlement.

5. It is agreed that both the parties would submit a report of implementation of this settlement to the concerned authorities by 19-5-2001 failing which it shall be presumed that this settlement stands implemented.
6. Both the parties agree to forward copies of the settlement to the authorities prescribed under the Industrial Disputes Act, 1947.

3. I have gone through the aforesaid terms of settlement dated 21st Day of April, 2001 carefully and I have no hesitation in holding that now there remains no dispute between the parties on the reference made to this tribunal for adjudication by the Ministry of Labour, New Delhi. Accordingly it is held that the present reference is decided in terms of settlement dated 21-4-2001 referred to above and as there remains no dispute between the parties 'A No Dispute Award' is given.

4. Reference is answered accordingly.

Dated : 4-5-2001

R. P. PANDEY, Presiding Officer

नई दिल्ली, 11 मई, 2001

का.आ. 1292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 18 के अनुसरण में, केन्द्रीय सरकार सिटिकेट बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/96/99-आई आर: (बी-11)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th May, 2001

S.O. 1292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 11-5-2001.

[No. L-12012/96/99-IR (B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-1 AT HYDERABAD

PRESENT :

Sri Syed Abdullah, B.Sc., B.L.,

Industrial Tribunal-1.

Dated 9th day of April, 2001

Industrial Dispute No. 46 of 1999

BETWEEN :

Sri P. Yadav Rao,

H. No. 21-58/A, Vivekananda Nagar Colony,

Dilsukhnagar, Hyderabad

..Petitioner

AND

The Dy. General Manager,

Syndicate Bank, Zonal Office,

Pioneer House, 6-3-653, Somajiguda,

Hyderabad-500 482.

..Respondent

APPEARANCES :

M/s. V. Hari Haran and A. Chandra Sekhar,

Advocates for the Petitioner.

Sri Alluri Krishnam Raju,

Advocate for the Respondent.

AWARD

Government of India, Ministry of Labour, in its letter No. L-12012/96/99/IR (B-II) dt. 6-7-99 has made a reference to this Tribunal under clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 for adjudication of the dispute on the following issue :

"Whether the action of the management Zonal Office at Syndicate Bank, Hyderabad in terminating his service of P. Yadav Rao, Sub-Staff is legal and justified ? If not, what relief a workman is entitled to ?"

After appearances of the parties, they filed their prayed pleadings.

2. Claim statement averments are briefly stated as under : That the workman discharged his services satisfactorily, while so he was terminated from service illegally and arbitrarily. That he was issued with a charge sheet dt. 7-5-96 alleging that he submitted a false Transfer Certificate without having any study in the High School, for which he submitted his explanation. A domestic enquiry was ordered, to prove the charges levelled against him. He sought for permission to engage an advocate to defend him in the enquiry and he had to file a writ and also writ appeal. In the writ appeal the High Court was pleased to direct the respondent to permit him to engage a lawyer to represent his case, still it was not allowed. None of the officers of the bank have come forward to defend him in the enquiry as they apprehended action from the management in case they support him. The presenting officer and the witness of the bank are all qualified persons and he was put to handicapped. Enquiry Officer was not conversant with Telugu language, similarly the petitioner was not conversant with English language. The enquiry proceedings were recorded in English. A translator was appointed but it was an eye wash. Basing on the findings of the Enquiry Officer, the respondent has imposed the punishment terminating his services.

3. The respondent filed the counter and denied of the material allegations. That the petitioner knowingly made a false statement in his employment application which Act is prejudicial to the interest of the Bank under clause 19.5(M) and (J) of bipartite settlement, for which he was charge sheeted. Along with application he submitted a copy of transfer certificate bearing No. 80496 admission No. 430 dt. 18-9-71 purported to have been issued by the Head Master Government High School, Gosha Mahal, Hyderabad mentioning that he joined in first class on 13-6-68 and studied up to VIIIth Class with Telugu Medium and qualified for promotion to next higher class. The date of birth is 12-11-53 and left the school on 30-4-67. Basing on his application he was temporarily appointed as Attender for a period of six months vide appointment order dt. 11-1-84, issued by the Regional Office, Hyderabad, thereafter on 18-2-84 the workman submitted the prescribed application O.G. (85) for regular employment filling the above information along with the necessary certificate. Subsequently workman was confirmed in permanent service vide letter dt. 13-7-84 issued by the Regional Office. Subsequently the school records were verified which revealed that the Transfer Certificate dt. 18-9-71 submitted by him was not a genuine one. Thereby he was issued with charge sheet calling for explanation. The workman approached the High Court of Andhra Pradesh and filed the W.P. 13923/96. As per the directions in the Writ Petition the workman was supplied with documents and an enquiry officer was appointed on 22-2-96. Again petitioner filed a writ appeal to allow him to engage a lawyer to defend his case before enquiry officer but his request to engage a lawyer in domestic enquiry could not be considered as per the rules and informed that he would be given with Assistance of Officer petitioner filed W.P. 18994/96 which was dismissed by the Hon'ble High Court, while dismissing a writ the petitioner was given liberty to choose an officer to whom he prefers he would like to represent in the domestic enquiry.

4. That on the date of hearing i.e. on 20-7-96, the workman appeared and signed the proceedings. It was again adjourned to 9-9-96 at the request of the workman as he intends to engage a defence representative. On 8-10-96 workman expressed that he would bring his defence representative and sought time. While the deposition of MW1 was recorded the workman walked out of the enquiry without cross examining him. His cross examination was deferred till 24-7-96, on which date the remaining witnesses MW2 to 4 were examined and the cross examination was kept open till 25-10-96 and on the same day MW5's evidence was recorded. The workman showed disinclination to cross examine the witnesses so evidence was treated as closed. The workman failed to lead

his evidence on the date of enquiry, on which date the neither appeared nor produced any defence witnesses. On all these dates of enquiry, the workman was present but refused to sign the proceedings. As per the directions of the High Court the enquiry had to be completed within 3 months, so the enquiry officer submitted his report dt. 8-11-96 to the management and a copy of the report was sent to the workman through a letter No. 1440/284(17)IRS dt. 9-11-96 which he received the same. The management accepted the findings of the enquiry officer and proposed to impose the punishment of dismissal. The workman sent a letter dt. 1-3-97 on which personal hearing was fixed on 25-3-97 and on which date he alongwith defence representative Sri N. R. Srinivas made submissions. A final order dt. 19-5-97 was passed confirming the proposed punishment of dismissal of the workman. He preferred an appeal vide letter dt. 10-9-97 and the appellant authority had disposed of the appeal confirming the punishment, vide proceedings No. 54/PD/IRDW/DA, dt. 28-9-97 marking him letter dt. 1-9-97.

5. The petitioner workman committed gross misconduct in making a false statement relating to the document pertaining to his employment enclosing a transfer certificate to the effect that he is qualified for the appointment which is a misconduct under clause 19.5(M) and (J) of bipartite settlement so it is prayed to dismiss the claim and confirm the order of dismissal passed by the management

6. The point for adjudication is whether the petitioner workman is entitled to the relief as claimed for ?

7. By an order dt. 11th day of September, 2000 this Tribunal held that there is no infirmity in the domestic enquiry proceedings much less any tenable grounds exist to set aside the domestic enquiry proceedings as alleged by the workman. However without prejudice to his rights and to appreciate the evidence on merits and as to the proportionality of the punishment under Section 11A of Industrial Dispute Act, it was posted for final hearing.

8. During the final arguments on the side of the management the documents relating to the domestic enquiry were marked as Ex. M1 to M 28 for appreciation of the contentions and to consider the merits and demerits of the case.

9. Even during the final arguments, the learned counsel for the workman has again raised the same plea that the workman was denied with an opportunity to engage defence counsel and so he could not cross examine the witnesses who are qualified persons. So denial of such an opportunity amounts to violation of the principles of natural justice and thereby the entire proceedings are to be vitiated.

10. This aspect has been discussed in the preliminary order dt. 11-9-2000 in which it was held that domestic enquiry proceedings are valid and that the principles of Natural Justice are not violated as such the reasons given therein hold good and once again this point not be decided at all.

11. While coming to the merits of the case on the basis of evidence let in through MW1 to 4 and the record it is necessary to go through it, elaborately to find out whether the allegations made in the charge sheet are proved or not. Ex. M2 is the minutes of enquiry in which day to day enquiry steps were recorded by the enquiry officer noting down the objections raised by the delinquent and the ruling given there on following the rules and directions. Ex. M3 contains the depositions given by the witnesses which disclose the following facts.

12. MW 1, S. Raju who deposed that he issued Ex. ME 17 calling for the explanation of the delinquent for the transfer certificate produced by him at the time of submitting his application and that District Educational Officer Hyderabad in his letter dt. 9-1-96 had submitted a report on 23-1-96 informing that he verified the records of concerned school and as per the admission register admission No. 430/1277, dt. 13-6-53 stands in the name P. Sudhakar Swami S/o Venkata Rajaya whose date of Birth is 12-3-39 and he joined in the VII class on the basis of High School Aimore. Gosha Mahal Government School is having classes from VIth onwards only and there is no admission of first class in that school as such the transfer certificate in question sent for verification is not genuine one. The commissioner of police Chatta Bazar was also address in the matter.

13. MW2 Mr. Riyazath Hussain has deposed that the school Head Master sent ME 15 letter dt. 27-10-95 to the Bank as to the authenticity of ME 2 transfer certificate which was sent to the school. As per the admission register of the said school the admission No. 430 the Transfer Certificate bearing No. 80496 noted in Ex. ME2 with the name Y. Yadav Rao S/o S. Malajah does not tally and the said Sl. No. belongs to the candidate of T. Sudhasha Swami S/o Ramanijai with date of Birth 12-3-39, who joined in VII class. Ex. ME2 details are not at all tallying and that same was not issued by the said school.

14. MW3 Chanapati Raju Manager PSSWW Hyderabad who deposed that Ex. M1 to M14 documents are the documents pertaining to the file of delinquent. Ex. MW1 is an application dt. 21-1-81 submitted by the delinquent for appointment. ME2 is the transfer certificate submitted by him, ME 3 is caste certificate, ME 4 is a conduct certificate, ME 5 & M 6 are the Conduct Certificates ME 7 is a letter

of appointment issued to the delinquent on 9-8-82, Ex ME 8 is the letter of appointment dt. 14-6-83, Ex. ME 9 is a temporary appointment letter dt. 2-11-82, ME 10 is the memo No. 25393/RO/PS/8/84/APT dt 11-1-84 issued by the bank, ME 11 the application for employment dt. 18-2-84 submitted by the delinquent, ME 12 declaration of fidelity and secrecy submitted by the delinquent, Ex. M13 is a Medical Certificate of evidence submitted by the delinquent, M 14 is a letter of confirmation dt. 16-7-84 issued by Bank. Further he stated as per ME 11 O.G(85) submitted by the delinquent he understands Telugu and Hindi languages, so also he can speak and write English and Telugu languages.

15. MW 4 Nagender Nath Assistant Personnel Manager Syndicate Bank, who deposed that on the instructions of Zonal Office he investigated the matter to find out the genuineness of the certificate submitted by the delinquent at the time of appointment. He identified Ex. M1 to M2 relating to the personal file of the delinquent. Further stated that he addressed a letter to the Government Boys High Gosha Mahal Seetaram Bagh Hyderabad to submit a report about the disputed Transfer Certificate submitted by the delinquent. Thereafter he visited the school on 27-10-95 and the Head Master informed him that the delinquent (Yadav Rao) was not a bonafide student of its institution and the Transfer Certificate bearing No. 80496 with admission No. 430 was not in respect of the delinquent. Further stated that ME 11 D.G(85) was submitted by delinquent in which he mentioned that he passed VIII class in 1970 from Government Boys High School Gosha Mahal Hyderabad and the Transfer Certificate was not genuine one, and from the information gathered from District Educational Officer the information submitted to the delinquent is a false one so on explanation was called for about the non-genuine Transfer Certificate submitted by him. MW5 S. M. Chandra School Assistant Government Boys High School Gosha Mahal Hyderabad stated that Ex M 16 is the letter sent by the Incharge Head Mistress to the Bank and as per the Serial No. 430 of Transfer Certificate No. 80436 produced by the delinquent is not tallying with the details as noted in the admission register which relates to Prakash S/o K. Rajaiah whose date of birth is 18-3-54.

16. Basing on the above evidence, the Enquiry Officer submitted and he had discussed the evidence of the witnesses and documents thread bear. On the basis of the evidence on record he gave the findings that the charges are proved and that the delinquent knowingly made a false statement about the Transfer Certificate at the time of his employment, which is a misconduct attracting clause 19.5(M) and (J) of the bipartite settlement.

17. Ex. M1 to M24, M26 marked at the time of the final arguments clearly indicates that a fair opportunity was given to the workman while holding the enquiry and the evidence on record is satisfactory to confirm that the charges have been proved against the delinquent relating to submission of false Transfer Certificate while submitting application for employment to the Bank. The act or omission is a misconduct as per 19.5 (M) and (J) of bipartite settlement. There is no iota of truth in the version of the delinquent. During the arguments it is argued that the disputed Transfer Certificate (Ex. ME 2) does not relate to him and his genuine certificate was suppressed, and that he was falsely implicated to get rid of him from the service. The defence setup is untenable and it was a ruse to wriggle out from the circumstances. Nothing prevented the workman from producing the genuine certificate to establish that the dispute transfer certificate is not that of him. The documents produced by himself stare at him pointing out an accusing finger and there is no hesitation to hold that the workman had committed misconduct attracting 19.5 (M) and (J) of bipartite settlement. Therefore the management is justified in imposing the punishment. The appellant authority delined to show lenience in its punishment.

18. The next aspect for consideration is whether the punishment is either proportionate or disproportionate to the gravity of the misconduct that was proved against the workman.

19. No doubt Section 11(A) of Industrial Dispute Act, requires indulgence and to interfere with the punishment imposed. Also to exercise discretion sympathetic grounds where the punishment is disproportionate to the gravity of the charges of misconduct in which he was involved either knowingly or unknowingly.

20. It is a settled law that when the management on the basis of the findings of the enquiry officer holds that the delinquent is guilty of misconduct and imposes the punishment of either dismissal or removal from service, the Tribunal or Labour Court while adjudicating the dispute would seldom interfere with the punishment unless circumstances warrants for it. In a decision reported in union of India vs. M. Bhaskar AIR 1956 Supreme Court Page 56 it was held that if a person was found guilty that he secured appointment by applying fraud, the employee is not entitled to the equitable relief. Similarly in another case reported in Management VISL vs. B. Veeranna 2001 LLJ Karnataka Page 394, where the delinquent without appearing for SSC examination had obtained the employment and in such circumstance it was held that no equitable relief. Similarly in the following decisions where the workman played fraud, Court was not inclined to interfere

with the punishment of dismissal imposed by the management.

- (1) Dist. Collector & Chairman Welfare Society vs. T. Sundara Devi AIR 1998 SC page 111.
- (2) In Union of India vs. M. Bhaskar AIR 1993 SCC page 655.
- (3) Kerala Solvent Extract vs. Unnikrishnan 1994 (2) LLJ (SC) page 888.

In the result, award is passed dismissing the claim by confirming the impugned order of dismissal dated 19-5-97 passed by the respondent.

Dictated to the Shorthand Writer, transcribed by him, corrected by me and given under my hand and seal of this Tribunal on the 9th day of April, 2001.

SYED ABDULLAH, Industrial Tribunal  
Appendix of Evidence

On the validity of Domestic Enquiry :

Witnesses Examined for the Petitioner:	Witnesses Examined for the Respondent:
---	---

WW1 P. Yadav Rao	MW1 K.L.N. Joshi
------------------	------------------

Documents marked for the Petitioner:

NIL

Documents marked for the Respondent:

Ex.M1 Charge Sheet dt. 7-5-96.

Ex.M2 Proceedings of the enquiry.

Ex.M3 Enquiry report submitted by MW 1

Ex.M4 Bunch of the documents produced before the enquiry officer.

Ex.M5 List of the witnesses submitted to the Enquiry Officer by Management's representative.

By Consent:

Ex.M6 Xerox copy of appointment order to MW1 as Enquiry Officer.

Ex.M7 Xerox copy of representation dt. 1-7-96 submitted by the petitioner.

Ex.M8 Xerox copy of the letter dt. 5-7-96 issued to the petitioner regarding refusal of engaging Advocate.

Ex.M9 Representation dt. 5-8-96 made by the petitioner to the Asst. General Manager of the Bank.

Ex.M10 Letter dt. 22-8-96 from the AGM to the Petitioner regarding intimation to the petitioner.

Ex.M11 Representation dated 4-9-96 of the petitioner to A.G.M. regarding order of the Hon'ble High Court of A.P. in E.W.P. No. 13923/96.

- Ex.M12 Xerox copy of the order dt. 20-8-96 in WA No. 967/96.
- Ex.M13 Letter dt. 7-9-96 addressed to the petitioner regarding High Court's order about enquiry.
- Ex.M14 Letter dt. 9-11-96 intimating the findings of the enquiry officer to the petitioner.
- Ex.M15 Representation dt. 5-12-96 submitted by the petitioner to the Dy. G.M. regarding enquiry.
- Ex.M16 Xerox copy of the dismissal order dt. 27-2-97.
- Ex.M17 Representation dt. 1-3-97 made by the petitioner to the Dy. G.M.
- Ex.M18 Letter dt. 14-3-97 of the Dy. G.M. to the petitioner regarding personal hearing granted to the petitioner.
- Ex.M19 Xerox copy of the proceedings of Dy. G.M./ Disciplinary Authority dt. 25-3-97 regarding proceedings of hearing.
- Ex.M20 Letter dt. 19-5-97 enclosing the proceedings of the Dy. G.M.
- Ex.M21 Letter dt. 4-8-97 addressed to the petitioner intimating the personal hearing before the appellate authority on 14-8-97.
- Ex.M22 Letter enclosing the proceedings of the G.M.(P) on the appeal preferred by the petitioner.
- Ex.M23 Grounds of appeal dt. 10-7-97 preferred by WW1 to the General Manager Personal.
- Ex.M24 Xerox copy of the order of High Court of A.P. in W.P. No. 13923/96 dt. 16-7-96.
- Ex.M25 Order copy of the High Court of A.P. in W.P. No. 18994/96 dt. 10-9-96.
- Ex.M26 Order copy of the High Court of A.P. in W.P. No. 1357/96 dt. 20-11-96.
- Ex.M27 Order copy of the High Court of A.P. in W.P. No. 4956/97 dt. 19-3-97.
- Ex.M28 Xerox copy of the order in W.P. No. 13093/97 of High Court of A.P. dt. 25-6-97.

After domestic enquiry held valid:

NIL

नई दिल्ली, 11 मई, 2001

का.आ. 1293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को 1606 GI/2001—13.

प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2001 को प्राप्त हुआ था।

[सं. एल-12011/121/99 आई.आर. (बी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th May, 2001

S.O. 1293.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 11-5-2001.

[No. L-12011/121/99-IR(B-II)]

AJAY KUMAR, Desk Officer

### ANNEXURE

### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Present :

Sri Syed Abdullah, B.Sc., B.L.,  
Industrial Tribunal-I,

Dated : 10th day of April, 2001.

### INDUSTRIAL DISPUTE NO. 6 OF 2000

Between :

The Joint Secretary,  
Bank of Baroda Staff Union,  
C/o Bank of Baroda, Governerpet,  
Vijayawada. ...Petitioner/Workman

And

The Managing Director,  
Bank of Baroda, Central Office-3,  
Walchand, Harishchandra Marg,  
Mumbai-400023.

...Respondent/Management

Appearances :

N. Rushandar Reddy, Advocate  
for the Petitioner. T. Vishwanath  
Shastry, Advocate for the Respon-  
dent.

### AWARD

The Government of India, Ministry of Labour, New Delhi, by its Order No. L-12011/121/99/IR(B-II), dt. 21-1-2000 referred following Industrial Dispute under Section 10(1)(d) to Sub-Section 2(A) of Industrial Dispute Act, 1947 for adjudication.

"Whether the action of the management of Bank of Baroda Vijayawada Region in not giving Additional Service Weightage to Sri U.S.R. Murthy redeployed Ex-Serviceman is justified?"

If not, what relief the workman is entitled for?  
Both parties appeared and filed the respective pleadings.

2. Facts, stated in the claim statement are as under :

The petitioner is a Joint Secretary of Bank of Baroda Staff-Union, Hyderabad, which is affiliated to All India Bank of Baroda Employees Federation recognised and NCBE. This claim is filed on behalf of Sri U.S.R. Murthy Workman herein. The aggrieved workman prior to joining in the respondent Bank had served in the Indian Air Force for 15 years and is a pensioner. The workman joined the respondent-Bank as Shroff-cum-Clerk on 10-11-82 and since then discharged his duties satisfactorily. The workman is eligible for 2 years Additional Weightage of Service as he is an ex-serviceman and reemployed. Though for reserved vacancies some circulars were issued by the management for giving the benefit of Additional Service Weightage, but those circulars were not notified and made known to the workman by the local managers of the Bank. The banking division had issued a policy letter effective from 28-1-83 for giving weightage of service for out of cader promotion to ex-servicemen on the basis of their service in the defence forces. But the same was not implemented, similarly the subsequent amendment given by the Government of India effective from 13-6-86 was also not notified. The workman came to know from other sources for the first time in 1997 that Additional weightage of 2 years service he is entitled for. Whenever special allowance are assigned for additional duties for posts such as Special Assistant, Head Cashier, Computer Operator, Agricultural Assistant, Steno etc., and whenever Additional duties are assigned, the criteria being followed by the Bank is based on the length of service reckoned from the effective date of joining.

3. That the post of Assistant Head Cashier fell vacant on 11-2-98. Some Senior Staff were not willing to take up the said post, so it was given to the workman which he accepted and has been working in the said post. This assignment was given by the management on their own but not against the option of the workman much less on the strength of given the benefit of 2 years of Additional Weightage of Service but it was given in usual course based on his seniority and reckoning the length of service. Further the workman was given assignments of Higher Special allowances on temporary basis for 155 days between 20-2-98 to 9-11-98.

4. In the month of September, 1998, 4 vacancies of the post Automatic Ledger Posting Machine (in short ALPM) arose for a new branch at Benz Circle Vijayawada and the workman offered himself for the above post but the management over looked his seniority and appointed P. Kashi Vishwanath who joined in the service later to the workman i.e., on 3-8-84 and Smt. K. Usha Kumari who joined Banks

service on 28-12-84, allegedly on the ground that workman is not eligible to have services weightage, since he had already availed. It was a clear breach of trust by the management. Though, the workman had been making representations from time to time dt. 15-12-98, 24-12-98, 10-5-97, 10-2-98 and 9-11-98 to provide him the government guidelines on the issue for service weightage and to make a clarification on it. But there was no response. The union representatives had also espoused cause of the workman in the matter but he was not given the post of ALPM Operator at Vijayawada Branch. Thus the service weightage entitled to by the workman was denied. The said post carries additional allowances of Rs. 410 p.m. which was given to juniors and thus injustice has been caused to the workman which was on account of inter union rivalry. As per the practice, the management had to follow the principles of seniority both in inter cader movement and intra cader movement by taking option of the workman. He was not given promotion and deprived of the benefit.

5. The union representatives have taken up the matter with the ALC (C) Vijayawada but the management did not agree for arbitration in the matter.

6. Hence prayed to pass an Award directing the respondent to grant the reliefs i.e.,

1. ALPMO Allowances with retrospective effect from 11-11-98 on which date the vacancy arose.

2. To post him in Benz circle Branch of the Bank Vijayawada where the vacancy existed.

7. Denying the above allegations, the management in its counter has raised the following factual aspects.

8. As per the guidelines of Government of India in respect of re-employment of ex-serviceman, in Public Sector Banks Clause 6(3) in Chapter III of the compendium of Government guidelines the procedure is as follows :

“Bank may allow for the purpose to seniority for promotion on their ex-servicemen employees recruited against the reserved posts in the clerical and the subordinate cadre weightage for the period of services rendered by them in the Armed Forces in the ratio of 5:1 subject to a maximum of 2 years after they rendered at least 3 years actual-service in the bank after re-employment. This benefit will be available to have only once during their career”.

9. The above guide lines also provided that option to be availed for the benefit of weightage of service either for appointment against special allowances carrying post then the subordinate/clerical cadres or lower rung officer cadre. The workman had availed the said benefit and accordingly Additional Service weightage was given to him and there by all the allegations made by him are false. It is also false to state that the workman was not appraised of benefits. Initially he joined as a Shroff-cum-Clerk and later he was appointed to the post of Assistant Head Clerk which carried an allowance Rs. 214 now revised to Rs. 331 which post was given to the workman as per his letter dated 5-2-97. As the seniors above the workman have refused the post of Assistant Head Cashier, the same was offered to the workman as per his turn and by adding additional weightage of 2 years he got his turn, else he would not have got the said post.

10. When the post of ALPM arose and since the workman's seniority with weightage for service as ex-serviceman was already considered assigning him the post Assistant Head Cashier, he was not given the said post which was filled up by assigning to seniors as per Banks settlement. The question of resolving the dispute for the post of 'ALPM' Operator does not arise as the posts were already filled up and hence prayed to dismiss the claim.

11. The point for adjudication is whether the workman is entitled for the reliefs claimed for?

12. The dispute under reference on the issue is :

"Whether the action of the management of the respondent Bank is not giving Additional Services Weightage to Sri U.S.R. Murthy re-employed employee without considering is justified".

If not, to what relief the workman is entitled for?

13. In a nut shell, the dispute is that the management had not given 2 years Additional Weightage of Service as is applicable to Ex-Serviceman on re-employment of the workman in the Bank and the said benefit which was effective from 13-6-86. The claim of the workman is that had the 2 years service weightage was given to him he would have got one step ahead in his inter cadre movement apart from getting several other intra cadre benefits and since the management had denied him the benefit, though entitled and thereby prayed to grant the relief of allowances payable for the post of ALMPO assignment retrospectively w.o.f. 11-11-98 on which date the vacancy arose at Benz circle at Vijayawada.

14. Where the stand taken by the management is that the Additional Service Weightage of 2 years

of the workman was taken into consideration reckoning the seniority of 2 years. After taking his option special allowances post was offered and he joined in special allowance post of Assistant Head Cashier on permanent basis. The Central Government guidelines were followed and in pursuance of it the workman had exercised his option and that he cannot claim the benefit of exercise the option once again for the second time.

15. The Union representative who was authorised by the union under Ex.W1 authorisation gave evidence as a sole witness (i.e. WW1) and filed the documents Ex.WW1 to WW30 in respect of the stand taken for the workman. The factual aspects made in the claim statement have been retrated in the oral evidence of WW1.

16. The Management examined its personal manager as MW1 to rebut the evidence, who during his evidence reitreated the facts raised in the counter and also filed Ex.M1 to M7 to justify the stand.

17. The main issue involved in the dispute is whether the workman was either given or not the additional service weightage of 2 years as per Central Government guidelines as is applicable to Ex-serviceman on redeployment of service in the Bank which is effective from 13-6-86. According to WW1 the workman was not given and that it denied with the benefit by the management and thereby the workman to be awarded with ALPMO allowance retrospectively i.e., from 11-11-98 onwards.

18. To resolve the dispute, the respective evidence let in by the parties requires appreciation and read with the documents Ex. W1 to W30 and M1 to M7 filed by them, For the sake of brevity the following terms which are commonly used in the discussion are used in 'short' as under :

- (1) Additional Service-Weightage 'ASW'
- (2) Assistant Head Cashier Post (AHC-Post)
- (3) Automatic Ledger Posting Machine Post (ALPM Post)

19. The workman being an ex-serviceman and reemployed in the respondent's bank in the reserved vacancy and joined in the post of Shroff-cum-Clerk on 10-11-82 and on completion of 3 years service as per Central Government guidelines (Covered by Ex. W13) he is entitled for 2 years additional service weightage as a result of which his service is to be counted from 10-11-82 onwards for the purposes of seniority and or future promotion which is not under dispute.

20. The evidence adduced is that the workman was not informed of the benefit he is entitled for muchless called for the option for promotion to

special allowance post even though he submitted representations Exs. W2 to W5 from time to time—right from 2-11-98 onwards. More so even on 2-11-98 when a promotional post of ALPMO (Automatic Ledger Posting Machine Operator) arose at the Benz Circle Branch Vijayawada on which date the seniority was overlooked by promoting the juniors by name one Kashi Vishwanathan whose appointment was on 3-8-84 and Smt. Usha Kumari appointed on 28-12-84. WW1's evidence is that the management had not produced the Written option exercised by the workman. Even though he gave representations it was not considered Ex.W6 reply sent by the Bank is not a Clarification at all. Also asserted that as per w17 the Additional Service Weightage cannot be restricted to assignment of special allowances post and that he is entitled for the benefit until a regular promotional post is assigned. Further, the benefit of Additional Service Weightage occurs continuously for all promotions, also justice cannot be done to Ex-Servicemen. Ex.W18 circular issued by the Bank is emphasized supporting his stand. It is his evidence that in para (1) of Ex.W18 it is noted as 'Posts such as Special Assistant and other special allowances carrying posts' by which plurality of posts is to be taken note and the Government had not restricted the Additional Service Weightage for a single assignment. And as per Ex.W19 para 3(A) is if Ex-Serviceman opts. for ASW for a post of higher allowance like special Assistant, the Weightage has to be given while reckoning the seniority for assignment of duties attracting "Lower" special allowance on a regular basis till he gets first such "Higher Assignment", thus vindicating the continuity of additional service weightage for special allowance optes and thereby whenever the Ex-service employee had to exercise his option a special column to be provided in the application to exercise his option. Else, if Ex-Serviceman is selected for the assignment of duties attracting special allowances the option for ASW is to be called for, that while given the assignment of Assistant Head Cashier post to the workman, no option letter was taken from him and 2 years service weightage was not reckoned. It is also stated that even after assignment of Assistant Head Cashier post to the workman, he was given special allowance (Higher) assignments on 150 occasions during the period 20-2-98 to 8-11-98 which shows that the benefit of additional service weightage was not counted, as it was not a promotion. WW1, in his cross-examination admitted that the workman was given the assignment of Assistant Head Cashier Post w.o.f. 11-2-98 which he accepted it on 14-2-98 which post carries special allowances but he states that no option was exercised by the workman.

21. MW1 through his evidence has produced Ex.M3 and M4 to show that the workman had

exercised his option, while he was offered with the post of Assistant Head Cashier and the option was duly exercised. Also asserted that as per clause 7.6 of MOA at para 529 of Shastri Award for special allowances post also Additional Service Weightage to be applied and the management has right to supersede the seniority of any employee under said clause, and thereby Ex-service employee is not eligible for Additional Service Weightage for the second time when he had accepted special allowances post as mentioned in Ex.W13 circular.

22. The representative of the Employees Union filed written arguments in support of the relief sought for, in which he raised the following points:

1. The stand taken by the Bank is that "A.S.W." is available for the first assignment only and that the workman had opted for the post of "A.H.C." so he is not eligible for the second time is not correct for the reason that the workman was not specifically appraised that he was offered with the post on the basis of 'A.S.W.' or alternatively and that no option was called for as required under Para 1(a) and (b) of Ex.W19.

2. That either in Ex.M3 or Ex.M4, no mention is made about "ASW" and that no proof is produced by the Management for having called for the option of "A.S.W." from the workman while assigning the post of A.H.C.

3. Further, the stand taken by the Bank itself would be wrong from the evidence of MW1 who deposed that if the assignment of any special allowances was given on the basis of A.S.W. he cannot be thereafter given temporary assignment of special allowances and on the contrary, it is undisputed fact that the workman was given temporary assignment of various special allowance on 153 occasions subsequent to his assignment of A.H.C. Post.

4. That, till 3-3-1991 A.S.W. used to be given on promotion exercises but subsequently the Government of India had clarified that the benefit of A.S.W. is to be extended while giving the assignment of Special Allowances also. In para 1 of Ex.W18 by which there is a plurality of posts which is significant in conveying the intention of the Government not to restrict A.S.W. for one special allowance post.

5. That inspite of serving of a letter Ex.W6 by the union, to the Management for deputing the workman hercinafor the training of ALPMs Post and at that stage the Management corrected itself and started to follow the correct seniority upto 8-11-98 and he was offered temporary assignment and at that time the workmen was given temporary assignment of ALPM Post ahead of Mr. P. Kasi Viswanathan, Mrs. T. Usha Kumari and Mr. N. Venkateswar Rao. But subsequently at the behest of the vested interests working in

the Personnel Department, the Management had taken a different stand that option is to be exercised only once and it cannot be changed and irrecoverable which is misinterpretation of the circulars Ex.W7 and Ex.W18.

23. As against the above contentions of the Union, the Managements counsel had argued orally and also submitted written arguments in reply to the contention i.e., (1) there is no secrecy with regard to the circulars, orders and the same was made available in the Bank and in the Union Office. So it is unbelievable that the circulars were suppressed from Circulation, (2) That the Government of India's guidelines were followed in assignment of the Post of A.H.C. as per the letter dt. 5-2-97. So the argument that the workman was not considered for A.S.W. is frivolous, (3) When four vacancies of ALPMs Posts were available at the Branch office Benz Circle, Vijayawada, the seniority of eligible employees was considered and since the workman's seniority was considered giving A.S.W. Weightage at the time of special allowances post of A.H.C. he cannot claim 'A.S.W.' twice. Ex.M3 which was accepted by exercising his option Ex.M4 the next promotional posts were offered to other eligible employees. It was done as per the rules and circulars. The claim of the workman that A.S.W. to be given to him for the second time also and the benefit cannot be restricted is not correct in the light of Ex.W18 Circular itself. (4) Further as per the settlement of staff, issued (Amendments) 1984 for which the Employees Union was also party, the additional weightage in service of two years is to be given for graduation, one year for C.A.I.I.B. Part-I and two years for C.A.I.I.B. Part-II by reckoning the seniority for the purpose of assignment of duties attracting special allowance post. (5) Since the workman's qualification was only Pre-University Course (PUC) and Ex-Servicemen as per the eligibility A.S.W. was given w.e.f. 10-11-82, whereas Mr. P. Kasiviswanathan and Mrs. Usha Kumari who joined the service on 3-8-84 and 28-12-84 respectively having the qualifications of graduation with C.A.I.I.B., they were given three years of weightage and (6) that the workman having availed Ex. Servicemen weightage in service which he availed from February, 1998 for an assignment of Special Allowances Posts of A.H.C., he cannot be equated to the post of A.L.P.M. Operation.

24. From the above contentions, it is evident that the gravamen of the grievance of the workman rests on three points. (1) Though the workman is entitled for A.S.W. w.e.f. 20-11-1982 as per Exs.W17 and W18 circulars, he was not given the benefit, and that the availment of assignment of additional allowances post of A.H.C. and acceptance of it with effect from February, 1998 by the workman will not bar him for future promotion and by interpreting the plurality

of posts as noted in Ex.W18, he is entitle to the benefit and (2) That the A.L.P.M. Posts which arose on 2-9-1998 by which date the workman was eligible for promotional post, and since it was denied offering it to two juniors, he should be given the benefit retrospectively w.e.f. 2-9-1998.

25. For the determination of the controversy involved in the case, and to appreciate the implication of circulars Exs.W13, W17, W18 and W19, it is necessary to go through the guidelines given in those circulars. For the sake of convenience, the list of the circulars is noted below:

Ex.W13:

"The Ex-Servicemen may be allowed to opt for availing of this benefit either for appointment against the special allowance carrying posts within substaff/clerical cadres or for promotion from substaff to clerical cadre or from clerical to lowest rung of officer's cadre.

However, once the ex-servicemen avails of this benefit for appointment against any special allowances carrying post he will not be eligible to the same benefit at the time of his consideration for promotion from one cadre to another. The Ex-servicemen are required to exercise the option for the purpose at the time of first available opportunity and the option once exercised will be final and no change therein would be allowed later, whether or not the officer is successful in that exercises."

Ex.W16:

"We are to advise that in terms of Government of India Ministry of Finance, Department of Economic Affairs (Banking Division) letter No. F.No. 10/49/84-SCT(B) dated 21-3-1991 the benefit of weightage to defence service for the purpose of appointment on permanent basis against special allowance carrying posts within the cadre or for promotion from one cadre to a higher cadre is available to the re-employed ex-serviceman at the time of first available opportunity only. Also in terms of Government of India letter No. 202/17/2/93-ST(B) dated 14th May 1996 this benefit may be availed by the re-employed ex-servicemen for the purpose of temporary appointment to an allowance carrying post or officiating post and afterwards for regular promotion to the next higher cadre from the post to which he was initially re-employed. In view of the above once an employee has availed of the benefit of weightage to defence services for entrustment on permanent basis to a special allowance carrying post, he cannot avail the benefit again for entrustment on a permanent basis to a post carrying a higher special allowance."

Ex. W17:

"References have been received a seeking the clarification whether the benefit of service rendered in the Army for the purpose of reckoning seniority once availed for being considered for selection to an allowance carrying post on temporary basis can again be availed of for a regular promotion to a higher post from the post to which the Ex-servicemen was re-employed. The matter has been examined and it is clarified that the benefit of seniority on the basis of past service in Army has to be availed only once in the career of the Ex-servicemen. However, the intention of this Division's circular of 21st March, 1991 is not to come in the way to those who avail this benefit for the purpose of temporary appointment to an allowance carrying post of officiating post and afterwards considered for regular promotion to the next higher grade from the post on which he was initially re-employed. In case, however, the allowance carrying post is given to the re-employed Ex-servicemen on permanent basis, then this benefit will not be allowed again for next promotion in the Bank."

Ex.W18:

"Sir, I am directed to refer to this Division's letter No. 10/49/84-S(B) dated 13-6-80 and letter No. 6/16/80-SCT(B) dated 6/7-8-90 regarding grant of weightage for defence service to the Ex-Servicemen re-employed in public sector banks & Financial Institutions the purpose of promotion etc., and to say that representations have been received from ex-servicemen re-employed in public sector banks/financial institutions requesting for allowing them to avail themselves of the benefit of weightage for the purpose of appointment to Special Assistant and other special allowance carrying posts. This benefit is presently available only when they are considered for promotion (for inter-cadre promotions) from sub-staff and clerical cadres.

The matter has been examined and it has been decided that in partial modification of the letters *ibid.*, ex-servicemen may be allowed to opt for availing of this benefit either for appointment against the special allowance carrying posts within sub-staff/clerical or for promotion from sub-staff or from clerical to lowest rung of officers cadre. However carrying posts he will not be eligible to the same benefit at time of his consideration for promotion from one cadre to another. The ex-servicemen are required to exercise the option for the purpose at the time of first available opportunity and the option once exercised will be final and no change there in would be allowed later, whether or not the office is successful in that exercise. Other terms and

conditions contained in the letter *ibid* will remain unchanged."

Ex.W19:

"The ex-servicemen employee has to avail the option in the first available opportunity, which would be irrevocable."

26. The workman herein was not examined as witness even though he was an affected person. No reason is given as to why he was not examined and his examination was necessary for eliciting the truth and actual facts. The examination of the workman was necessary, more particularly with reference to Exs.M3 and M4 letters, an offer and acceptance in respect of the exercise of the option of 'A.S.W.' The representative of the Union (WW1) in his evidence has pointed out that in Exs.M3 and M4, there is no mention about 'A.S.W.' and that no proof is produced for having called for the option of 'A.S.W.' from the workman while assigning him the post of 'A.H.C.'. The said contention that the workman had not exercised the option of 'A.S.W.' falls to ground by examining the very contents of Exs.M3 and M4 read with Ex.W10 reply dated 8-5-1997 sent by the Management to the workman. Ex.W13 Circular dt. 13-11-1991 with regard to the benefit of A.S.W. given to Ex.Servicemen on re-employment and the exercise of option for the purpose of promotion given no room to have any doubt as to exercise the option at the time of accepting the post of A.H.C. by the workman. In Ex.W10 reply dated 8-5-1997 it was made clear that the option of weightage to be exercised at the time of promotion to higher post or at the time of applying for special allowance posts. Irrespective of the fact that A.H.C. post is not a promotional post, yet 'A.S.W.' is to be exercised either when special allowance post was offered or at the time of regular promotion and since the workman had exercised his option under Ex.M4, it is deemed that he has availed the benefit of 'A.S.W.' when special allowance post of A.H.C. was offered to him. No doubt Ex.W19 refers to mention in a separate column of the application form to enable the Ex-servicemen to exercise the option of A.S.W. and that for the simple reason that either in Ex.M3 or in M4 the word 'Option' is not noted, it does not lose its importance of exercise of option. Exercise of option is an act which may be expressed or implied. Therefore the contentions that at the time of submitting Ex.M4, the workman had not exercised the option of 'A.S.W.' is untenable. So also the attribution that the management had not communicated the circulars to the Ex-serviceman or the Union is nothing but a lame excuse for the sake of allegation. In fact, the employees Union has an affiliation with the Federation in connection with its Union activities and so it is not believable that union had no knowledge of the Circulars in respect of the exercises of option of A.S.W.

27. Further, the second contention is that even assuming that the workman had exercised his option as per Ex.M4 he cannot be disentitled to have 'A.S.W' when next promotional vacancy of A.L.P.M. Post came for filling it. In view of the fact that in para 1 of Ex.W18 there is a mention of plurality of post. The said contention does not hold any water. Para 1 of Ex.W18 is the claim made by the Union which was reiterated and in para 2 after considering the claim a direction was given by the Government, A plain reading of Paras. 1 and 2, makes it crystal clear that the benefit of 'A.S.W' may be exercised as against the Posts referred to therein and the option is irrecoverable and also that once it was availed the employee will not be eligible for the same benefit at the time of his next promotion. While exercising option, the employees are cautioned to exercise it diligently. Therefore, under no stretch of any interpretation it can be said that the workman had not exercised his option of 'A.S.W.' covered by Ex.M4 and that the benefit of A.S.W. will continue even for future promotion. It may be that an account of exigency of work in the Bank and when other senior employees of the same batch of 1982 have not accepted the special allowance posts temporarily, the workman might have discharged the duties of the assignment of additional allowance posts for 153 occasions and so also A.L.P.M's Posts ahead of two juniors, he cannot have any right to claim for the 'A.S.W' for the second time and claim the post of A.L.P.M. Post. It may be that the workman on account of his exserviceman's service and by virtue of the weightage, his seniority had commenced from 10-11-1982 and that Mr. P. Kasi Vishwanathan and Mrs. Usha Kumari who were appointed to him subsequently in 1984 are juniors to him, but by virtue of the 3 years weightage and higher qualification, they got the Post of ALPM. The Management had followed the relevant Rules and Circulars and rightly promoted them to the post of A.L.P.M. Ex.W6 is a representation sent by the union to consider the workman and others for the training of A.L.P.M. posts and by means of which no seniority can be claimed to the workman.

28. For the aforesaid discussions and on consideration of factual aspects and evidence on record, the workman has no right to claim A.S.W. for the second time and also to claim for the post of A.L.P.M. retrospectively. The claim made by the workman is devoid of merits.

29. In the result, Award is passed dismissing the claim by upholding the action of the management as justified.

No costs.

Dictated to the Stenographer, transcribed by him, corrected by me and passed the Award on the 10th day of April, 2001.

SYED ABDULLAH, Industria Tribunal

### Appendix of Evidence:

Witnesses Examined for the Petitioner:	Witnesses Examined for the Respondent:
WW1 K. Markandaya Sarma	M.W1 K. Shankran

#### Documents marked for the Petitioner :

Ex. W1	Authorisation given to WW1, by the concerned workman Sri V. S. R. Murthy.
Ex. W2	Representation submitted concerned workman Sri V. S. R. Murthy.
Ex. W3	Representation submitted by the concerned workman viz., V. S. R. Murthy.
10-5-97	
Ex. W4	Representation submitted by the concerned workman viz., V. S. R. Murthy.
10-2-98	
Ex. W5	Representation submitted by the concerned workman Sri V. S. R. Murthy.
10-5-97	
Ex. W6	Representation given by the union to the Sr. Branch Manager, Bank of Baroda, Vijayawada.
2-2-98	
Ex. W7	Representation given by the union to the Sr. Branch Manager, Bank of Baroda, Vijayawada.
12-11-98	
Ex. W8	Representation made by the union to the Assistant Labour Commissioner, Vijayawada.
14-6-99	
Ex. W9	Representation of the union to the A.L.C., Vijayawada.
9-11-98	
Ex. W10	Letter regarding the Service Weightage to Ex-Serviceman.
8-5-97	
Ex. W11	Representation submitted by the union to A.L.C., Vijayawada.
26-2-99	
Ex. W12	Representation submitted by the union to A.L.C., Vijayawada.
12-4-99	
Ex. W13	Circular regarding Ex-Serviceman re-employed in public sector banks weightage to defence service for the purpose of promotion.
13-11-91	
Ex. W14	Extract of the settlement dt. 18-4-94 between the bank and the union.
Ex. W15	Representation submitted to A.L.C. (C), Vijayawada regarding weightage for Ex-Serviceman.
8-1-99	
Ex. W16	Bank's letter to all the branches regarding Ex-Serviceman re-employed in Bank service weightage.
5/6-5-99	

Ex. W17 28-5-96	Circular of the Bank regarding weightage to defence service re-employed in promotion.
Ex. W18 31-3-91	Guidelines of the Govt. of India Ministry of Finance, Department of Economic Affairs (Banking Divn.) regarding weightage to defence service for the purpose of promotion.
Ex. W19 11-9-92	Circular of the Bank on the weightage to defence service for purpose of promotion.
Ex. W20	Letter of the union to the Sr. Branch Manager to provide seniority list.
Ex. W21 6-8-99	Representation of Sri V. S. R. Murthy regarding payment of Temporary/promotion allowance.
Ex. W22	Xerox copy of the sheet showing the payment of temporary allowance for the month of Jan., 1998.
Ex. W23	Xerox copy of the sheet showing the payment of temporary allowance for the month of December, 1998.
Ex. W24 26-10-98	Letter addressed by the petitioner for payment of temporary allowance.
Ex. W25 12-10-98	Memo issued to V. S. R. Murthy concerned workman for not joining in the deputation post.
Ex. W26 20-10-98	Letter given by the concerned workman to the Branch Manager to Ex. W25.
Ex. W27 22-8-98	Letter issued to V. S. R. Murthy deputing him to Benz Circle Branch.
Ex. W28 21-10-98	Representation submitted by the concerned workman to the Senior Branch Manager.
Ex. W29 29-2-98	Representation submitted by the concerned workman regarding refusal of deputation order.
Ex. W30 19-11-98	Representation made by the concerned workman to the Senior Branch Manager regarding his assignments.
Documents marked for the Respondent/Management :	
Ex. M1	Minutes of conciliation.
Ex. M2 5-2-97	Letter given by workman examining option for special allowance post.
Ex. M3	Offer letter issued by the bank.
Ex. M4	Acceptance letter of the workman to Ex. M3 (on Ex. M3).

Ex. M5	Letter given by the workman for the post of ALPM Operator for second time.
Ex. M6	Letter given by the workman requesting for written letter for assignment of Special Allowance post on temporary basis.
Ex. M7	Reminder of the workman to Ex. M. 7.

नई दिल्ली, 15 मई, 2001

का. प्रा. 1294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण अलप्पुजा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/57/99-आई आर. (बी-II)]

अजय कुमार डेस्क अधिकारी

New Delhi, the 15th May, 2001

S.O. 1294.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Alappuzha as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 15-5-2001.

[No. L-12012/57/99-IR (B-II)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALAPPUZHA

(Dated this the 24th day of March, 2001)

#### PRESENT :

Shri M. N. Radhakrishna Menon  
Industrial Tribunal

I. D. No. 27/99(C)

#### BETWEEN

The management of Indian Overseas Bank, The Chief Regional Manager, IOB, Regional Office, Vettukattil Buildings, Cochin

#### AND

The workman of the above concerned represented by the Shri P. S. Rajeev, Palanikunthil House, Thittamel, Chengannur, Alappuzha.

#### Representations :

Sri P. B. Suhasranamar,  
Advocate,  
Eraknulam.

For Management

Sri Vinod R.,  
Advocate,  
Prasanthi,  
Lisie Hospital Road,  
Cochin-18.

.. For Workman

### AWARD

1. The Central Government has as per order No. L-12012/57/99/IR (B-II) dated 18-6-1999 referred this industrial dispute between the above parties in respect of the following issues for adjudication to this Tribunal :—

“Whether the action of the management of Indian Overseas Bank in relation to their Chengannur Branch in terminating the services of Shri P. S. Rajeev, a Messenger with effect from 13-7-1998 is justified? If not, what relief the workman is entitled to?”

2. The claim of Sri P. S. Rajeev, the workman involved in this dispute is that he has joined the Chengannur branch of the management Bank in January, 1993 as a Messenger. He was employed against permanent and regular vacancy to do permanent nature of works. Though he was appointed against the vacancy of a Messenger, he was asked to discharge the duties of Clerk, Cashier, etc., He was very hand working and was very sincere to his job. He has been requesting the management to regularise him in service. He was paid only Rs. 20 per day for the first few months, which was enhanced to Rs. 30 per day. Subsequently it was enhanced to Rs. 50 per day which was continued till the termination of service. Though he was discharging the duties of a permanent and regular employee, he was not granted the wages and benefits of the permanent and regular employees.

3. The workman had worked in the Bank for more than 5 years. While so on 13-7-1998, he was illegally retrenched from the services of the Bank in an arbitrary and illegal manner. No notice or wages in lieu of notice was given to him. Thus the retrenchment is violative of Section 25F, 25G and 25H of the Industrial Dispute Act, 1947. On enquiries, it was revealed that the workman was retrenched due to over qualification. The stand of the management is that since the workman has passed S.S.L.C. in 1992, he has become over qualified to attend the job. This is arbitrary. The workman has worked in the management Bank for a continuous period of more than 240 days immediately preceding 12 months of termination of his service. Thus his termination is illegal and unsustainable. Therefore, the workman prayed for passing an award declaring that the action of the management in terminating his service is unsustainable and directing the management to reinstate him with full backwages and consequential benefits.

4. The case of the management is that their actions are legal and proper. The workman was engaged in their Chengannur Branch on daily wages basis in the leave vacancy intermittently for various periods. Therefore he is not eligible to get the privileges and wage benefits of the permanent and regular employees. Being a Nationalised Bank in a public sector, the management has to strictly abide by the rules and guidelines prescribed by the Government of India. Such guidelines prescribed the qualifications and method of recruitment of Sweepers and messengers. The candidate have to be called for from the Employment Exchange and they have to conform to the prescribed qualifications. The candidates should have a minimum age of 18 years and maximum age of 25 years. The educational qualifications prescribed is a minimum of 5th standard passed and must not have studied above 8th standard. Therefore his request for regularisation was not favourably considered by the management.

5. The workman was over qualified for the reason that he has passed 10th standard. His name was not sponsored by the Employment Exchange and therefore he could not be considered for selection. There is no termination of service of the employee as alleged. The claim of the workman that he had worked in the management Bank for a continuous period of more than 240 days immediately preceding 12 months of the termination of service is incorrect. His engagement was purely on a casual basis. Such an employee has no right to claim regularisation under any law. Therefore his disengagement is not vitiated in law. Therefore the management prayed for passing an award accepting their contentions and dismissing the claims of the workman.

6. Evidence in this case consists of oral evidence of WW1 and Exts. W1 and M1 to M3 series 1 to 258.

7. From the rival contentions of parties, the issues that arises for my consideration is whether the termination of the workman from the service of the management Bank is vitiated by any of the legal provisions of law and whether he is entitled to any reliefs.

8. The point :

The claim of the workman that he was working in the Chengannur Branch of the management Bank from January, 1993 as messenger and his services were terminated by the management on 30-7-1992 in an arbitrary manner. He has got continuous service as contemplated in Sec. 25-B of the Industrial Disputes Act as he has worked for 240 days immediately preceding 12 months of his termination of his service. Thus his termination amounts to retrenchment as per Sec. 2(oo) of the Industrial Disputes Act and it is violative of Sec. 25-F, 25-G and 25-H of the Indus-

trial Disputes Act and hence his termination is illegal and unsustainable. It is the contention of the management that the workman was only a casual employee engaged on daily basis in the leave vacancy intermittently for various periods. His claim that he has worked for more than five years in the Bank is incorrect. There is no illegality in the retrenchment as alleged. He has not worked for 240 days immediately preceding 12 months of his termination. There is no violation of Sec. 25-F or any other sections of the Industrial Dispute Act. Therefore the claim of the workman has no basis and hence unsustainable.

9. I have considered the rival contentions of parties in the light of the materials on record. Ext. M3 series 1 to 258 are the vouchers produced by the management, which evidences that the workman was employed by the management in their Chengannur Branch from 1-1-1993 to 30-5-1998. There is no material on record to make out that the workman has worked on any day subsequent to 30-5-1998. Therefore the claim of the workman that he has worked up to 13-7-1998 is not based on any material on record. Therefore it has to be concluded that the termination of service of the workman is not on 13-7-1998 but on 30-5-1998 as evidenced from the Ext. M3 series vouchers. Thus the real dispute between the parties is the legality of termination of service of the workman from 30-5-1998. I have scrutinised the Ext. M3 series vouchers 1 to 258 and it is found that the workman has been engaged very frequently from 3-1-1993 to 30-5-1998. I have scrutinised the vouchers with specific reference to 12 months immediately preceding 30-5-1998, i.e. 1-6-97 to 30-5-98 and I find that the workman has worked for 259 days within the said block of 12 months as per the following details elicited from the vouchers marked as Ext. M3 series 1 to 258.

Sl. No.	Details of Exhibits	Date of vouchers	No. of days worked	Wages paid
Ext. M3 series :				
1.	(1)	30-5-98	4	200
2.	(2)	23-5-98	6	300
3.	(4)	16-5-98	6	300
4.	(5)	2-5-98	4	200
5.	(6)	25-4-98	6	200
6.	(8)	18-4-98	5	250
7.	(9)	11-4-98	4	200
8.	(10)	4-4-98	6	300
9.	(12)	27-3-98	5	250
10.	(14)	21-3-98	6	300
11.	(17)	14-3-98	6	300
12.	(18)	7-3-98	5	250
13.	(19)	2-3-98	4	200
14.	(20)	28-2-98	4	200

Sl. No.	Details of Exhibits	Date of vouchers	No. of days worked	Wages paid
15.	(21)	22-2-98	5	250
16.	(22)	7-2-98	5	250
17.	(23)	2-2-98	1	25
18.	(24)	31-1-98	4	200
19.	(25)	24-1-98	5	250
20.	(26)	17-1-98	6	300
21.	(27)	10-1-98	5	250
22.	(28)	3-1-98	5	250
23.	(29)	27-12-97	5	250
24.	(30)	20-12-97	6	300
25.	(31)	13-12-97	6	300
26.	(32)	6-12-97	5	250
27.	(33)	1-2-97	5	250
28.	(34)	29-11-97	5	250
29.	(35)	22-11-97	4	200
30.	(36)	15-11-97	3	150
31.	(37)	6-11-97	4	200
32.	(38)	1-11-97	5	250
33.	(39)	25-10-97	6	300
34.	(40)	18-10-97	6	300
35.	(41)	9-10-97	4	200
36.	(42)	8-10-97	1	50
37.	(43)	6-10-97	2	100
38.	(44)	4-10-97	5	250
39.	(45)	27-9-97	6	300
40.	(46)	20-9-97	6	300
41.	(47)	12-9-97	5	250
42.	(48)	6-9-97	6	300
43.	(49)	30-8-97	4	200
44.	(50)	16-8-97	6	300
45.	(51)	8-8-97	5	250
46.	(52)	2-8-97	6	300
47.	(53)	26-7-97	4	200
48.	(54)	19-7-97	5	250
49.	(55)	12-7-97	6	300
50.	(56)	28-6-97	5	250
51.	(57)	21-6-97	5	250
52.	(58)	21-6-97	1	50
53.	(59)	14-6-97	5	250
54.	(60)	7-6-97	5	250
			259	12,925

Total days worked in 12 months from 1-6-97 to 30-5-98 is 259.

10. Sec. 25-B of the Industrial Dispute Act defines the term continuous service as follows :

Sec. 25-B

Definition of continuous service :—For the purpose of this chapter—

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service; including service

which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) One hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) two hundred and forty days in any other case;

(b) for a period of six months, if the workman during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

(i) ninety-five days, in the case of a workman employed below ground in a mine; and

(ii) one hundred and twenty days, in any other case.

11. Sub Sec. 2 of the above Section provides that if a workman has actually worked under the employer for not less than 240 days for a period of one year preceding the date with reference to which calculation is to be made, then he shall be deemed to be in continuous service for one year. In the present case, the workman has worked for 259 days which is more than 240 days in an year immediately preceding his termination. Therefore it can be concluded that he has got continuous service of one year as contemplated in Sec. 25-B of the Industrial Dispute Act.

12. Sec. 2(00) of the Industrial Dispute Act defines the term retrenchment as follows:

Sec. 2(00)

“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation of the contract of the employment between the employer and the

workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry of such contract being terminated under a stipulation in that behalf contained therein or;

(c) termination of the service of a workman on the ground of continued ill-health.”

13. Above section define retrenchment as the termination of service for any reason whatsoever except termination as a punishment by way of disciplinary action, voluntary retirement of workman, superannuation, termination due to non renewal of contract, termination invoking stipulation under the contract of employment and termination of service on the ground of continued ill health. In the present case, the termination of service does not come within any of the excluded categories and therefore, it can be concluded that the termination amounts to retrenchment. The workman has clearly pleaded that his termination amounts to illegal retrenchment, and the stand of the management is that the termination is not an illegal retrenchment. The management has no case that the termination does not amount to retrenchment at all. In view of the above, it can be concluded that the termination of the workman in the present case is retrenchment as contemplated in Sec. 2(00) of the Industrial Disputes Act.

14. Next aspect is to be considered as whether the retrenchment of workman is legal and proper. Sec. 25-F of the Industrial Disputes Act deals with the conditions precedent to retrenchment of workman. Said section is quoted below for convenient reference:

15. Sec. 25-F :

“Conditions precedent to retrenchment of workmen:—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government, (or such authority as may be specified by the appropriate

Government by notification in the Official Gazette."

16. Above section provides that a workman employed in any industry who has continuous service for not less than one year shall be retrenched after observing certain conditions precedent. The first condition is that he shall be given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman shall be paid one month's wages in lieu of notice. Further he shall be paid retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part in excess of six months. It is further stipulated that a notice in the prescribed manner as to retrenchment shall be served on the appropriate Government or specified authority in the Government. It is settled law that the conditions precedent are mandatory and the conditions subsequent are directory. The management has no case that they have complied with the conditions precedent set out in Sec. 25-F of the Industrial Disputes Act while retrenching the workman. Thus they have manifestly violated the above mandatory conditions in Sec. 25-F. Consequently the retrenchment is per se illegal and void abinitio. Thus in the eye of law there is no termination of service at all. Consequently the workman shall be deemed to be in service as if there was no termination at all. Needless to say that the workman is eligible to reinstatement with full backwages and other financial benefits.

17. The workman was given Rs. 50/- per day which is a paltry amount. He is eligible to minimum of the pay eligible to a messenger as per the Bipartite settlements in force from time to time and while computing to back wages, this norm shall be followed by the management. The management has been utilizing the service of the workman for five years prior to 30-5-1998. He was given only pittance of an amount as wages. In view of the employment for a continuous period of five years, he has sought for his regularisation in service through Ext. M1 representation. It is seen from the Ext. M2 that the workman is certified to be honest and hard working, and is fit to be regularised. It seems the management was not pleased with his request for regularisation and that was the immediate provocation to terminate his service. Even though he has been working for five years continuously to the satisfaction of the management, they have terminated his services without even issuing a written order. The reasons for his retrenchment are also not informed to him. In my view, it is arbitrary and unreasonable.

18. The counsel for the management has argued before me that the qualification for appointment of messenger is below 8th standard and the

applicant has passed SSLC and he is not a candidate sponsored by the Employment Exchange and therefore his service cannot be regularised. It is pertinent to note that for employing workman for pittance of wages for years together above norms did not stand in their way. When he pleaded for regularisation, such pleas are raised, and his services are terminated abruptly. This approach of the management is arbitrary and unsustainable. The workman was not a trespasser and remained in service for five years not in an unauthorised manner. The management has no case that he has misrepresented his qualification and age and obtained employment by any fraudulent means. He has been employed continuously for five years and thereafter his services were terminated without observing the mandatory conditions of law. Service Rules do not supercede the mandatory provisions of the chapter V A of the Industrial Disputes Act. In other words, for violation of mandatory provisions of the chapter V.A of the Industrial Disputes Act where S. 25 F is included, the service Rules can not be raised as a valid defence. My conclusion is justified by S. 25J of the Industrial Disputes Act which spells out that the provision of chapter V. A will have effect notwithstanding anything inconsistent therewith contained in any other law including the standing orders or Service Rules. Therefore his termination cannot be sustained in law. Consequently, the workman will be entitled to reinstatement and other consequential benefits.

19. In the result an award is passed holding that the termination of service of the workman of the management bank is arbitrary and illegal and the workman is eligible to reinstatement with continuity of service, back wages and other consequential benefits in this regard and directing the management to reinstate him in service with continuity of service, back wages and all attendant benefits.

(Dated this the 24th day of March 2001)

M. N. RADHAKRISHNA MENON, Industrial Tribunal

## APPENDIX

I. D. No. 27/99 (C)

Witness examined on the side of the Management:

NIL

Witness examined on the side of the workman:

WW1 : P. S. Rajeev

Exhibits marked on the Management:

M1 : Photocopy of the P&L Register from 4-1-93 to 13-7-98 maintained by the management bank.

M2 : Letter dated 20-3-98 sent by the management bank from Chengannur branch to the Regional office, Ernakulam.

M3 : Payment vouchers (series)

(1 to 258 Nos.)

Exhibits marked on the side of the workman:

W1 : Copy of application dated 20-3-98 sent by the workman to the Regional office of the Management Bank.

नई दिल्ली, 16 मई, 2001

का.आ. 1295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्वन रेलवे, लखनऊ के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2001 को प्राप्त हुआ था।

[सं. एल-41012/273/99 आई आर. (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 16th May, 2001

S.O. 1295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 15-5-2001.

[No. L-41012/273/99-IR(B-I)]  
AJAY KUMAR, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, LUCKNOW

PRESENT :

Presiding Officer : Rudresh Kumar,  
ADJUDICATION

I.D. No. 25/2000

BETWEEN

The Divisional Organisation Secretary,  
Uttar Railway Karamchhari Union,  
P.O. Harchandpur Garhi Kanora  
(Premwati Nagar)  
Takiya Wali Maszid,  
Lucknow  
(Espousing cause of Lal Muni Ram)

AND

The Divisional Mechanical Engineer (P)  
Northern Railway, Hazratganj,  
Lucknow

AWARD

By reference No. L-41012/273/99-IR (B-I) dated 14-3-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) made over this industrial dispute between the Divisional Organisation Secretary, Uttar Railway Karamchhari Union, Lucknow espousing cause of Lal Muni Ram and the Divisional Mechanical Engineer(P) Northern Railway, Lucknow for adjudication.

The reference is re-produced as under :

“Whether the action of Sr. D.P.O., Northern Railway, Lucknow in termination of services of Lal Muni Ram w. e. f. 4-10-1981 was legal and justified. If not what relief the workman is entitled to?”

2. The cause of Lal Muni Ram, the workman, has been espoused by the Organization Secretary, Uttar Railway Karamchhari Union, Mr Parvez Alam. In brief the case of the workman, Lal Muni Ram, is : that he was appointed as cleaner in Loco Shed, Northern Railway, Lucknow on 13-3-1979 against a regular vacant post and worked continuously, in the same capacity, upto 3-10-1981 i.e. for a total period of 743 days; that on 4-10-1981, his services were dispensed with abruptly, without any notice, compensation etc.; that the provision of Article 311 and statutory safeguards provided under Section 25-F I.D. Act, were not followed by the management, in illegally terminating his services; that subsequent to his termination the management appointed some of his juniors and also recruited cleaners from the open market from 1982—90 but did not consider his claim despite repeated requests; that the management did not comply with the circular letters No. 8952, 11119/95 and other circulars issued by the Railway Board from time to time directing consideration of all those casual workers for regularisation who worked continuously for 120 days or more, in between the years 1978—81.

3. The workman, thus, claim his reinstatement with back wages and compensation arising due to loss of previllage passes and PTOs and medical facilities etc. The amount of compensation has not been quantified in the claim statement.

4. The management, on the other hand, has refuted his claim stating that he was never employed legally as a cleaner in the Loco Shed, Northern Railway, Lucknow by any competent authority and his alleged engagement was not found approved, as cleaner or substitute or casual labour. It is further stated that his name is not found in the record of

the management, to justify his claim of appointment on the post of cleaner at any point of time. It is stated that a number of persons got enrolled with the management in the years 1978—81, who were removed by the Railway administration, after due verification by the vigilance.

5. The management further pleaded that provision of Section 25-F of the I.D. Act, is not attracted in the facts and circumstances of the case, particularly when the workman claims appointment against the post of regular cleaner and not casual labour or daily wages.

6. In support of its case, the workman relied on circular letters relating to screening of the Loco Cleaners and Khalasi in the class IV category of the years 1988, 95, 97. Some other office letters alongwith list of successful casual labours on screening for purposes of regularisation, in class IV category, beside undated certificate issued by the Foreman stating that the workman Lal Muni Ram, worked for 743 days from 13-3-79 to 3-10-1981. Apart, the workman has relied on a number of pay slips, to prove payments of regular salaries. These slips relates to year 1980-81. Some representations by the unions have also been relied.

7. The workman examined himself and one Saidurahman to prove his status.

8. The management filed photo copies of the orders passed in W.P. 5640(SS) of 1997 General Manager, Northern Railway Vs Presiding Officer, CGIT-cum-Labour Court, Kanpur and Vijai Kumar, in W. P. No. 5621(SS) of 1997, award dt. 4-2-97, and letter dt. 13-10-1997. A copy of award of I.D. No. 48/83, and copy of award dt. 27-9-88, relating to 44 workmen in I.D. No. 68/86 have also been filed. The management examined Mr. Nirmal Kumar Verma, AME, Northern Railway to substantiate its version.

9. Before adverting to discuss evidence lead by the parties, it seems appropriate to dissect nature of claim advanced by the workman. In the claim statement, it is categorically stated that the workman, Lal Muni Ram, was appointed on the post of cleaner in Loco Shed against regular vacancy. It is not the case that he was engaged as casual labour and given temporary status on continuous working of 120 days. All circular letters relied by the workman relate to casual labour and not those appointed on regular post against existing vacancy. The claim of the workman has to be judged in light averments made in the claim statement, particularly, when nothing is pleaded about his being engaged as casual labour attaining temporary status. If he was appointed against a regular post he was governed by the Railways servants disciplinary rules and not I.D. Act. The workman could not have double status, one as cleaner and the other as casual labour.

10. The case of the management is equally categorical that Lal Muni Ram was never appointed as a cleaner as per prescribed procedure and he was not paid emoluments as alleged by the workman. Pay slips relied by the workman are fictitious and inadmissible to fortify claim.

11. The onus to prove valid appointment on the post of cleaner, is on the workman. This onus can not be shifted on management, particularly, when this industrial dispute was raised more than 19 years later, putting the railway management to disadvantage in tracing their records, which in all likelihood, would have been weeded out and concerned officials ceased in the service on superannuation of otherwise. There is no 'iota' of evidence to justify raising this stale claim after about two decades and the claim should have been thrown on this ground. However, this tribunal has to adhere principles of adjudication when the Central Government has preferred a reference so belatedly.

12. Let evidence on the issue of appointment as cleaner be scrutinised. No order of appointment has been filed, showing by whom and in what manner the workman was appointed? According to WW-I, workman, one Ramesh Kumar belonged to his village and he worked in Loco shed. He brought with him and introduced to AME Kesheo Chandra, who asked the Foreman to take him on work. None of the above named persons has been examined. Such appointment procedure is unknown and cannot be relied. A certificate on plain paper Ex. M1 has been filed to show working for 743 days. Name of the issuing authority and date of issuance is not given. This issuing authority has not been examined to prove genuineness of this document. Nothing is shown that the Foreman was authorised to issue such certificate. The workman was appointed in a regular scale and was not a daily wager to require certificate of working days by way of a certificate. This document appears to have been prepared to give sequence to the case.

13. The workman was appointed on 13-3-1979 in the scale of Rs. 196—232. He could have earned increments in March, 1980 and 1981. Pay slips relied by him do not show that he was granted any increment during his service tenure. The workman filed original pay slips, alleging same were issued by the management at the time of disbursement of pay. These slips range from 1/80 to 6/81 with missing slips. In all the slips basic pay of Rs. 196 p.m. is shown. Initials of the issuing authority, office stamps/seals are not given. The possibility of forging these receipts cannot be out hence the onus is on the workman to prove their genuineness. Serial numbers of the book or receipts are not printed. Particulars are not filled or indicated. These receipts cannot be relied unless their genuineness by some cogent evidence is proved. Their serial numbers also vary to raise doubt. The workman has

stated about regular deductions from his salary, but none of their receipts have such entries. Mr. N. K. Verma, Asstt. Divisional Mechanical Engineer has been examined by the management. He has stated payments to the workman of the shed are made by "tube payment system". This system requires signature and name of the person who fills envelop and also particulars of the supervising officials with their initials. The workman has not filed any envelop bearing signatures of the officials as stated above. If the workman, could retain such old documents, he must have the envelop etc. which have not been filed. In the said background, these payments receipts are held not reliable to prove appointment and payment of salary etc.

14. The management witness has further clarified that all such documents are weeded out after five years. Lists prepared about such weeded documents are weeded after another five years. Since these papers are said to be more than 18-19 years old, there are no records available with the railway. This highly stale claim has put disadvantage on the He gave his application for appointment on management. The workman has failed to prove genuineness of these documents and so the plea of his appointment on the post of cleaner seems to be wrong.

15. The workman in his oral statement is categorical that he was not appointed as casual labour. 13-3-1979 and was appointed on the same date. He was not asked to appear in written test etc. He was not issued any gate pass or casual labour card or medical card. This witness could not say about the Foreman who had issued certificate Ex. M1. All these replies, if taken in totality, go to show that the case of the workman in getting appointment on the post of regular cleaner, is unfounded. It has also been observed that the documents including the pay slips relied by him as corroborative evidence are fictitious and unreliable.

16. As observed earlier, the onus rested on the workman to prove his appointment, continuity on the job and his termination from service without following due procedures. The management has categorically denied appointment of the workman, his continuity in service. In the said situation, the question of abrupt oral termination does not arise.

17. The workman has relied on a number of case laws 1981 Supreme Court Cases (L&S) 478 Mohan Lal Vs. Management of M/s. Bharat Electronics Ltd., 1981 SCC (L&S) 490 SS Moghey and others Vs. Union of India and others; and 1982 SCC (L&S) 124 Robert D'Souza Vs. Executive Engineer, Southern Railway and others. All these case laws are not relevant in this case. These cases related to casual labour, their status under the statute and legal implications of their abrupt termination and other unfair labour practices. In the present case, the workman is categorical in not working as casual labour, or his deriving

temporary status. His evidence, which was held unreliable, indicate his appointment in a pay scale of 196-232 and not as casual labour. In the said circumstances, he is not permitted to take advantage as casual labour.

18. It is not proved by cogent evidence that the Lal Moni Ram was appointed as cleaner or he worked as such. In the said background, it can not be held that the workman was appointed as regular cleaner in accordance with due procedure, and he continued in service as alleged. Accordingly, he is not entitled to any relief.

19. The award is answered against the workman.  
Lucknow  
4-5-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 16 मई, 2001

का.आ. 1296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ इंडियन बैंक लिमिटेड के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पालकाट के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/212/99-आई आर. (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 16th May, 2001

S.O. 1296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Palakkad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Indian Bank Ltd. and their workman, which was received by the Central Government on 15-5-2001.

[No. L-12012/212/99-IR(B-I)]  
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,  
PALAKKAD

(Saturday, the 28th April, 2001)

PRESENT :

Sri B. Ranjit Kumar, Industrial Tribunal.  
Industrial Dispute No. 146/99 (C)

BETWEEN

The Chairman, the South Indian Bank Limited, Head Office, Thrissur.

(By Adv. M. Venugopalan)

AND

Shri Arumughan, S, 7 Salakku Subbiyar Lane, Thavittu Senthai, Madurai-625001.

(By Adv. Sreekumar Puthezhath)

## AWARD

The Government of India, Ministry of Labour as per Order No. L-12012/212/99/IR (B-I) dated 30-8-1999, referred the following issues for adjudication :

"Whether the action of the management of the South Indian Bank Ltd., in dismissing Shri S. Arumughan, Head-Clerk, The South Indian Bank Ltd., Keelapaguthy Branch, from the services of the Bank w.c.f. 21-4-1998 is justified? If not, what relief the workman is entitled to and from what date?"

2. The contention of the workman Sri S. Arumughan as set out in his claim statement dated 17-5-2000 and rejoinder dated 27-10-2000 is that he had rendered 32 years of loyal service under the management, but he was dismissed from service for certain malpractices committed by the Manager of the Keelapaguthy Branch of the Bank. It is submitted by the workman that he was not allowed to take the assistance of another person to defend his case in the enquiry proceedings, which is a clear violation of Article 311(2) of the Constitution of India. It is further submitted by him that one day the vigilance officer asked him to come and see him in Karur Lodge, but he did not oblige and hence he got angry and he colluded with the Enquiry Officer and took revenge on him.

3. On the other hand, the management would submit in its written statement dated 29-7-2000 that the workman was allowed every opportunity to defend himself and in the enquiry he was defended by a union representative. It is further submitted by the management that five witnesses were examined on the side of the workman and there was no violation of any provision of law or principles of natural justice in dismissing the workman from service.

4. The first point to be considered is whether the domestic enquiry held into the charges against the workman is proper. A perusal of Ext. M1 enquiry file shows that the workman participated in the enquiry throughout with the assistance of his representative Sri K. J. Anthonis. Both the workman and his representative have signed the enquiry proceedings on all the days. The management examined three witnesses in the enquiry in support of the charges against the workman. All these witnesses have been cross-examined on behalf of the workman. The star witness of the management is Sri N. V. Jose who had conducted a vigilance enquiry into the charges against the workman and submitted a detailed report which has been produced and marked in the enquiry. This witness has been cross examined on five days. The workman has also examined five defence witnesses in the enquiry. The workman (WW1) himself has admitted before this Tribunal that Sri K. J. Anthonis was the President of the Employees' Association and he had cross-examined the witnesses in the enquiry on his behalf. WW1 has further stated that Sri Anthonis had defended the cases of a number of employees. Therefore, the contention of the workman that he was not permitted to have the assistance of a defence representative is found to be not correct and I hold that the domestic enquiry held into the charges against the workman is strictly in accordance with the principles of natural justice.

5. The second point to be considered is whether the findings of the Enquiry Officer are correct. The allegations levelled against the workman as per chargesheet dated 19-12-1994 are as follows :—

1. That on 23-3-1992 while extending IRDP loan Nos. 13A to 21 by the branch you prepared the slips for drawing the insurance subsidy amount to the tune of Rs. 1252 relating to these accounts and for crediting this amount to one Savings Bank Account No. 1238 in the name of one Sri M. Rajendran, who is doing sweeping work at the branch and you yourself posted the credit slip to the said Savings Bank Account with the fraudulent intention of misappropriating this amount. Thereby you misused your official position.

2. That on 27-3-1992 while extending IRDP loan Nos. 22 to 33 by the branch you prepared the slips for drawing the insurance subsidy amount to the tune of Rs. 1684 relating to these accounts and for crediting this amount to Savings Bank A/c. No. 1238 in the name of one Sri M. Rajendran, who is doing sweeping works at the branch and you yourself posted the credit slips to the said Savings Bank Account with the fraudulent intention of misappropriating this amount. Thereby you misused your official position.

3. That on 9-4-1992 while extending the IRDP fully Secured Loan Nos. 35 to 48 you prepared the slips for drawing the insurance subsidy amount to the tune of Rs. 1056 relating to these accounts and for crediting this amount to one Savings Bank Account No. 1238 in the name of one Sri M. Rajendran, who is doing sweeping works at the branch and you yourself posted the credit slip to the said Savings Bank Account with the fraudulent intention of misappropriating this amount. Thereby you misused your official position.

4. That while closing the accounts mentioned in charges Nos. 1, 2 and 3 you failed to collect interest for minimum period thereby caused serious loss to the Bank.

5. That the loans mentioned in charge No. 1, 2 and 3 were closed on the same day of extending the loans. The subsidy amount pertaining to these loans were drawn by debiting branch Trichy thereby these loans were extended for the purpose of disbursing subsidy amount. The slips for the aforesaid transactions were prepared by you. Thus you facilitated extending of loans for the purpose of disbursing subsidy amount.

6. That on 2-5-1992 by misusing your official position you persuaded Sri M. Rajendran to withdraw from the aforesaid S. B. Account (No. 1238) an amount of Rs. 3000 vide cheque No. 125549 which include a portion of the insurance subsidy amount credited to this account as stated in charge No. 1, 2 and 3 and you received the said amount. Thus you misappropriated a portion of the insurance subsidy amount.

7. That on 7-7-1992 by misusing your official position you persuaded Sri M. Rajendran to withdraw from the aforesaid S. B. Account (No. 1238) an amount of Rs. 590 vide cheque No. 125704 which include a portion of the insurance subsidy amount credited to this account as stated in charge No. 1, 2 and 3 and received the said amount. Thus you misappropriated a portion of the insurance subsidy amount.

8. That while extending the following loans in the below mentioned names by the branch you prepared the slips for debiting the loan account and for crediting the loan proceeds, after deducting an amount of Rs. 1060.70 towards parties' insurance contribution, to the Savings Bank A/c. No. 228 in the name of Mr. Manickam Pillai. Thus you facilitated the extending of undue accommodation in the account of Manickam Pillai. Thereby you misused your official position.

Sl. No.	Loan No.	Date of loan	Name of the party	Loan amount Rs.
(1)	FSL IRDP 9/91-92	10.3.1992	M. Kalidas	12,500
(2)	10/91-92	"	M. Manickam	12,500
(3)	11/91-92	"	K. Pandiyan	12,500
(4)	12/91-92	"	V. Rasu	8,200
(5)	13/91-92	"	P. Kali	8,200

9. That on 22-2-91 you misappropriated Rs. 17,087.05 out of the principal and subsidy amount of the following IRDP loans by crediting the aforesaid amount to your Savings Bank Account with the branch.

Sl. No.	Loan No.	Date of loan	Name of the party	Loan amount	Subsidy amount
(1)	IRDP FSL 20/90-91	22.2.91	V. Ponnambalam	7500	3750
(2)	" 21/90-91	"	V.M. Mohammed Sultan	7500	2500
(3)	" 22/90-91	"	M. Shahul Hameed	7500	2500
(4)	" 19/90-91	"	M. Ramasamy	7500	3750

10. That on 4-3-1989 you alongwith Sri Rethinam and Sri S. Marimuthu persuaded Sri M. Rajendran who is doing sweeping works at the branch, to withdraw an amount of Rs. 8500 from his Savings Bank Account No. 1238 being the proceeds of DRI loans (3/98 dt. 4-3-89 and 5/89 dt. 4-3-89) credited to this account vide payment orders (6/89 and 7/89) and also Sri R. Somasundiam to withdraw an amount of Rs. 6900 from his Savings Bank Account No. 19 being the proceeds of two DRI loans (1/89 dt. 4-3-89 and 4/89 dt. 4-3-89). Out of this amount you misappropriated a total amount of Rs. 3900 viz. Rs. 1900 by way of credit to your Savings Bank Account with the branch and Rs. 2000 by way of Demand Draft bearing No. 415674 dated 4-3-89 drawn in your favour on branch Madurai.

11. That on 4-4-1989 you persuaded Sri M. Rajendran who is doing sweeping works at the branch to withdraw from his S. B. Account No. 1238 an amount of Rs. 5000 which is the proceeds of DRI loan No. 9/89 for Rs. 5000 extended by the branch in the aforesaid name, accepting a different address. This cheque amount was received by you, Rs. 1000 in cash and Rs. 4000 as demand draft No. 415691 drawn on branch Madurai in favour of your wife. Thus you misappropriated the proceeds of DRI loan No. 9/89 for Rs. 5000.

12. That on 19-1-1988 branch Keelapaguthy, while you were working as Head Clerk at the branch you got extended DRI loan 1/88 for Rs. 5000 in your wife's name who is not eligible for DRI loan at concessional rate, under a farce address. Thus you misrepresented material facts.

13. That on 19-1-88 you misappropriated an amount of Rs. 3200 out of the loan proceeds of DRI loan 1/88 for Rs. 5000, stated in charge No. 9, by way of Mail Transfer (No. 734917) for the said amount to Branch Madurai to the credit of your account with the branch.

14. That on 18-11-1991 while you were officiating at the branch you fraudulently extended gold loan No. 652/91 for Rs. 10,000 in the name of one Kalidas, stating that he has SB Account with the branch but there is no such account with the branch and thereby you misused your official position.

15. That you misappropriated the proceeds of gold loan No. 652/91 referred to in charge No. 14 which was extended by you on 18-11-1991 in the name of one Kalidas.

16. That on 8-2-92 while you were officiating the branch you fraudulently extended gold loan No. 117/92 for Rs. 2200 in the name of one S.T. Malaichamy, stating that he has SB Account with the branch but there is no such account with the branch and thereby you misused your official position.

17. That on 8-2-92 the proceeds of the gold loan No. 117/92 referred in charge No. 16 were credited to your SB. Account with the branch. Thus you misappropriated the proceeds of gold loan No. 117/92 which was extended by you on 8-2-1992 in the name of one S.T. Malaichamy.

18. That on 27-7-91 the proceeds of the gold loan No. 284/91 for Rs. 12,600 extended by branch Kaniyalampatty in the name of Sri V. Ponnambalam, together with an amount of Rs. 1800 remitted by you, were credited to your Savings Bank Account with Keelapaguthy as per M.T. No. 788947 sent by you and thereby you misappropriated the proceeds of the said gold loan.

The aforesaid acts alleged to have been committed by you amount to misuse of your official position, misappropriation, misrepresentation, gross negligence involving or likely to involve the Bank in serious loss and are also prejudicial to the interest of the Bank."

6. As already observed hereinabove the management has examined three witnesses to substantiate the charge and the workman examined five witnesses in his attempt to prove his innocence. The management has also produced relevant documents in the enquiry in support of the charges. The Enquiry Officer has meticulously analysed both the prosecution and defence evidence and found that the workman is guilty of all the charges. I have gone through the entire evidence, both documentary and oral, available in Ext. M1 enquiry file and I do not find any reason to disagree with the findings of the Enquiry Officer.

7. It is contended by the workman that he joined the services of the management as a Peon on 25-4-1966 and later promoted as Clerk on 23-11-1973. He was again promoted as a Head Clerk on 25-10-1987. He has also stated before this Tribunal that he was awarded with Merit Certificate and SIB star. The management has not disputed these statements of the workman.

8. It may be true that till 1990, the workman had not committed any misconduct and the management had appreciated his service by awarding Merit Certificate, SIB star etc. However, from the evidence available in Ext. M1 enquiry file, it is seen that he was involved in various malpractices from 1991 onwards. These malpractices were not one-man show. Other employees including the Branch Manager and Sub-Staff were also involved in these illegal activities. Some of the loans referred to in the charge-sheet dated 19-12-94 were granted while the workman was officiating as Branch Manager. Therefore he cannot blame and pretend innocence and the then Branch Manager alone. It has come out in evidence in the domestic enquiry that the workman had received the monetary benefits arising out of these loan transactions.

9. The further contention of the workman that he had advised the Branch Manager not to do such malpractices, but the Manager compelled him to prepare passbooks, vouchers etc. in connection with the disputed loan transactions cannot be believed. As rightly pointed out by the management, if he

was asked by the Manager to perform such illegal acts, he could have brought it to the notice of the higher ups or could have complained at least to his union. Admittedly, he had not complained at least to his union. Admittedly, he had not done so. At the same time, as already observed hereinabove, he enjoyed the benefits arising out of these illegal transactions. The management had taken prompt actions against all the three delinquent employees including the workman herein and all of them were dismissed from service.

10. I do not find any substance in the submission of the learned counsel for the workman that the management has not taken any criminal action against the workman. It is not necessary for the management to take criminal action to maintain discipline in the establishment it is for the management to decide whether criminal action should be taken. Merely because no prosecution case was registered against the workman, it cannot be held that the workman has not committed any offence or the misconducts alleged against him do not warrant initiation of disciplinary proceedings. The management initiated proper disciplinary proceedings by holding a domestic enquiry and on the basis of the findings rendered in the enquiry he was dismissed from service after giving him the second showcause notice.

11. The next point to be considered is whether the dismissal of the workman is proportionate to the gravity of the misconduct committed by him. It may be true that he had rendered unblemished service from 1966 to 1990, but it is seen that his character had been completely changed from 1991 onwards and this has been clearly proved in the domestic enquiry. The various allegations proved against the workman would amount to serious economic offences. The workman herein along with other two employees misappropriated the subsidy amounts from the government which were intended to be paid to the needy rural population whose annual income does not exceed Rs. 10,000. Therefore, it would be seen that he had cheated not only the management-bank, but also the government. In the cases detected, the Insurance subsidy was not remitted to the Insurance Company, but the same is seen credited to the account of the sweeper of the Branch and later the said amounts were withdrawn and misappropriated. This is not single transaction. A large number of such illegal loan transactions had taken place as detailed in the chargesheet dated 19-12-1994 issued to the workman. The management is a financial institution dealing with public money and the post which the workman was holding was a sensitive post. Having regard to these facts, it cannot be held that the punishment of dismissal meted out to the workman is excessive or disproportionate. Therefore, I am not inclined to interfere with the said punishment.

12. In the result, an award is passed holding that the action of the management of the South Indian Bank Limited in dismissing Sri S. Arumughan, Head-Clerk from its services with effect from 21-4-1998 is justified and he is not entitled to any relief. The reference order is answered accordingly.

Dated this the 28th day of April, 2001.

B. RANJIT KUMAR, Industrial Tribunal

#### APPENDIX

Witnesses examined on the side of Management

Nil.

Witnesses examined on the side of workman.

WW1—Sri Arumughan.

Documents marked on the side of management

Ext. M1—Enquiry file.

Documents marked on the side of workman

Nil.

नई दिल्ली, 17 मई, 2001

का.आ. 1297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण मे, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध निम्नोक्तों

कोर उनके कर्मकारों के बीच, अनुबंध मे निर्दिष्ट औद्योगिक विवाद मे केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/309/97-आई आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th May 2001

S.O. 1297.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 16-5-2001.

[No. L-12012/309/97-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 52/2000

Employers in relation to the management of the State Bank of India

AND

Their Workman Shri R. M. Ghodichor.

#### AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12012/309/97-IR(B-I) dated 16-02-2000 on following schedule.

#### SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri R. M. Ghodichor is legal and justified? If not to what relief the workman is entitled?"

Shri Radheshyam Mahadeo Ghodichor has submitted his Statement of Claim that he was working as Messenger in various branches of State Bank of India in Bhandara District since 19-10-84. He was working regularly from 19-10-84 to 02-02-85. Again he was taken on job in May 1991 and continued in service till 30-09-1996. His service was terminated w.e.f. 30-09-96 and he may be reinstated.

The State Bank of India has disputed the claim on the ground that the workman R. M. Ghodichor was working purely on temporary basis as Messenger. He did not complete 240 days in any calendar year. Each branch of State Bank of India is separate and his posting in different branches can not be clubbed together. He is not entitled to any relief as he was not appointed according to rules. His services were not required after 30-09-96. He was not a regular employee.

I have heard the counsel for both the parties and have perused the evidence on record.

The Statement of Radheshyam M. Ghodichor was recorded on 29-08-2000. In his Cross examination he has stated that he was working as temporary workman. He has not filed any paper in the court to show that he was working regularly. It is suggested to this witness that he has not signed any attendance register as he was not given any permanent job. He does not know whether waiting list in which his name figured was effective upto 31-03-97 or not. He does not know whether the other nine employees mentioned by him

in his affidavit are in the service of the bank or not. He is manufacturing bidi for his earning.

The statement of Shri V. S. Kumar, Manager (P & HRD) of State Bank of India, Zonal Office, Nagpur was recorded on 9th January 2001. He has stated that the worker who are employed on daily wages do not mark their attendance in any register. Only permanent employee mark attendance on the register. No attendance register of the workman is available in State Bank of India. He does not know whether the workman was employee from 19-10-84 to 02-02-85 or not. Nobody has been employed of the bank in place of workman R. M. Ghodichor. This workman was not appointed by the bank. The list of the workman who were on waiting list has come to an end and is not effective after 31-03-97. Another employee of the bank Shri Jayant A. Deshpande deposed that R. M. Ghodichor was called for work whenever any work was available. The Branch Manager can not appoint his subordinate staff. The workman was not given any appointment letter. No monthly salary was paid to him.

Thus from the statement of the workman it is not clear that how many days he worked in each calendar year prior to the date of his termination.

The statements of the officers of the bank examined in the court namely Shri V. S. Kumar and Shri Jayant also do not show that the workman R. M. Ghodichor worked for more than 240 days in any calendar year prior to the date of his termination.

The counsel for the workman has cited ruling AIR 1986, Supreme Court, Page No. 132, H. D. Singh Vs. Reserve Bank of India. This ruling is not applicable in this case because the workman has not worked for more than 240 days in any calendar year.

The counsel for management has submitted ruling 1997 Labour and Industrial Cases 578, Supreme Court Ashwani Kumar and others Vs. State of Bihar. In this ruling it is held that the employee whose entry in service is illegal being in total disregard of recruitment rules or being not on existing vacancy can not claim for regularisation.

In other ruling AIR 1992, Supreme Court 789 Delhi Development Horticulture Employees Union Vs. Delhi Administration, Delhi and others, it is held that the employees who have put in more than 240 days service also can not claim regularisation, only on this ground that they have worked for 240 days.

In view of the above facts and evidence on record the workman has not proved through any reliable evidence that he has worked for more than 240 days continuously without any break prior to the date of his termination. He is therefore not entitled any relief. The termination of the service of R. M. Ghodichor by the State Bank of India is therefore legal and justified.

#### ORDER

The action of the management of the State Bank of India in terminating the services of Radheshyam M. Ghodichor is legal and justified.

He is not entitled to any relief.

The reference is answered accordingly.

B. G. SAXENA, Presiding Officer

Nagpur :

Date : 12-04-2001

नई दिल्ली, 17 मई, 2001

का.आ. 1298.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार जम्मू व कश्मीर बैंक लि. के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था ।

[सं. एल-12012/231/99 आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1298.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jammu & Kashmir Bank Ltd. and their workman, which was received by the Central Government on 16-5-2001.

[No. L-12012/231/99-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 15/99

Employers in relation to the management of Jammu & Kashmir Bank Ltd.

AND

Their Workman Shri Mohd. Sufian.

#### AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12012/231/99-IR(B-I) dated 24-09-1999 on following schedule.

#### SCHEDULE

"Whether the action of Management of the Jammu & Kashmir Bank Ltd., through its Branch Manager, Nagpur and Managing Director, Srinagar, Kashmir in retrenching/terminating the services of Mr. Mohd. Sufian S/o Abdul Rashid w.e.f. 03-02-99 is legal, proper and justified? If not so what relief the said workman is entitled to?"

Mohd. Sufian had submitted Statement of Claim that he was appointed with the Jammu & Kashmir Bank Ltd., Sadar Branch No. 1 at Nagpur from 19-08-86 on the salary of Rs. 1500 per month. His service was terminated on 03-02-99.

He claimed that he had passed B.Com. examination in April, 1996 from Nagpur University and was appointed as a Clerk. The order for termination was issued to him on 02-02-99 and his service was terminated w.e.f. 03-02-99. He is out of employment and may be reinstated.

The management of Jammu & Kashmir Bank had submitted that he was not employed according to procedure prescribed for appointment of the bank employees.

He was appointed on daily rate basis to assist the other staff of the bank. He was not given any regular appointment. There was no vacancy. He had not acquired the minimum qualification i.e. Graduation. He passed B.Com. in the year 1997. He did not appear in any written test or interview. His name was not sponsored by Indian Banking Personnel Services or the Employment Exchange. He discontinued the work as his services were not required.

I have heard the arguments of Counsel for both the parties and perused the oral and documentary evidence on record.

Mohd. Sufian has submitted his certificate that he was authorised to Collect, Deposit and Clearing the Cheques. This document W-1 does not bear any date, so it is not clear as to when this certificate was issued to him. The name of the Officer is also not clear in this certificate.

The statement of Mohd. Sufian was recorded on 14-02-2000. In his cross examination he has stated that he had not submitted any certificate for passing B. Com. examination. On the date of appointment he had not passed B. Com. In August 1996 he did not pass the final examination of B. Com. He does not know when he informed the bank in the year 1997 that he has passed in B. Com. examination.

He had not moved any application for appointment in Jammu & Kashmir Bank in August 1996. He had not received any appointment letter. He has no document to show that he worked continuously from 19th August, 1996 to 2nd February, 1999. He did not appear in any examination of the bank. The vacancy was not published in any Newspaper. He did not appear in any Written Test. He does not know what is the pay scale of a Clerk in the bank. He did not deposit any Cash Security or any Surety Bond in the bank at the time of his appointment. He did not enter his attendance in any register.

From the Statement of the workman Mohd. Sufian it is therefore clear that he was not appointed on the post of Clerk in the bank according to rules. He was not qualified for appointment as Clerk from 19-08-96. He was not getting the pay of Clerk.

From the side of management the statement of Shri Kidar Nath Dhar was recorded on 13-11-2000. He stated that Mohd. Sufian was working in the bank as a casual worker. He was paid Rs. 50 per day. The regular employees get their salary according to the rules and their Salary Register is maintained. Mohd. Sufian had not appeared in any examination of the bank for his appointment. He did not appear in any interview.

From the statement of above witness, it is clear that Mohd. Sufian was not getting the pay of the Clerk. He was not appointed against any clear vacancy. He was paid at the rate of Rs. 50 per day when he worked. He therefore can not be considered a regular employee of the bank. He can not claim any benefit from his illegal appointment. He therefore can not be reinstated in the service.

The counsel for workman has cited ruling 1998 LLJ I page 1165 Supreme Court, Upton India Ltd. and Shammi Bhan & another. This ruling is not applicable in this case because this ruling is regarding the appointment of a permanent employee. There was no fixed term contract of service between employer and employee. The workman had not entered in any contract with the bank in this case and was not a permanent employee of Bank.

Another ruling 2000 1 LLJ, Management of Horticulture Department of Delhi Administration and Trilok Chand and another has been cited. In this ruling it is held that Horticulture Department was an Industry. The workman had worked for more than 240 days. There is nothing on record to show that Shri Sufian had worked for 240 days in any calendar year, hence the ruling is not applicable in this case.

The management has submitted 1998 II CLR 842, Keval Bana Gopal Mali and others Vs. Dhule Municipal Council. In this ruling it is held that the workman who were not employed on sanctioned post and had not appeared in any interview or test can not claim their reinstatement. They were rightly dismissed from service.

From the above facts and evidence on record it is clear that Mohd. Sufian was not employed against clear vacancy. He did not appear in any test or interview. He was a casual worker. His service was therefore discontinued by management of Jammu & Kashmir Bank w.e.f. 03-02-99. His discontinuation of service by the management of Jammu & Kashmir Bank is legal, proper and justified.

#### ORDER

The action of the management of Jammu & Kashmir Bank Ltd. through its Branch Manager, Nagpur and Managing Director, Srinagar, Kashmir in discontinuing the services of Mr. Mohd. Sufian S/o Abdul Rashid w.e.f. 03-02-99 is legal, proper and justified.

The workman Mohd. Sufian is not entitled to any relief claimed by him.

The reference is answered accordingly.

B. G. SAXENA, Presiding Officer

Nagpur :

Dated : 2-5-2001

नई दिल्ली, 17 मई, 2001

का.आ. 1299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था।

[सं. एल-12011/48/99-आई आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 16-5-2001.

[No. L-12011/48/99-IR(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

#### PRESENT :

Shri B. G. Saxena, Presiding Officer.

REFERENCE NO. CGIT : 50/99

Employers in relation to the management of Reserve Bank of India

#### AND

Their Workman Shri Mukesh Manohar Karwade and 12 others namely

- (1) Shri Gulab Kashinath Sahare
- (2) Shri Suryabhan Motiram Aratnayre
- (3) Shri Madhukar Deorao Masram
- (4) Shri Sheshrao Ramaji Sonwane
- (5) Shri Vithoba Zingarji Kumbhare
- (6) Shri Edward Anthony Ebrahim
- (7) Shri Ramkrushna Shamraoji Masram
- (8) Shri Sanjay Rajaram Bhandarkar
- (9) Shri Sadashiv Gulabrao Mangate
- (10) Shri Gyaneshwar Namdeorao Wadme
- (11) Shri Ramesh Manveer Thapa
- (12) Shri Bhaurao Ramaji Tekam

## AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub Section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-22012/415/99/IR(CM II) dated 29-2-2000/7-3-2000 on following schedule.

## SCHEDULE

"Whether the action of the Management of Reserve Bank of India rep, through Manager, RBI, Nagpur in not regularising/absorbing the services of Shri Mukesh Manohar Karwade and 12 others (as per annexure attached) as their regular employees with all consequential benefits accruing thereon is legal and justified? If not, to what relief for the said workmen are entitled and from what date?"

Mukesh Manohar Karwade and 12 others have submitted Statement of Claim on 4th February 2000 that, they are working in Reserve Bank of India for last 10 to 15 years and their services were not regularised. They have stated that Reserve Bank of India is the principle employer but they are being treated as the employees of Contractor. Their employment through Contractor is an unfair labour practice and they should be paid wages at par with the regular employees according to the schedule of wages applicable to Reserve Bank of India.

Reserve Bank of India through its Assistant General Manager (Personnel), A. L. Nitnavare submitted written Statement on 23rd March 2000 and contested the case. It is alleged by the Reserve Bank of India that all these workmen are neither the employees of Reserve Bank of India nor the Reserve Bank of India is the employer of these workmen, Rashtriya Mazdoor Sena, who has raised this issue is not the Trade Union recognized by Reserve Bank of India nor it has its following among the employees of Reserve Bank of India.

The Contract Labour (Regulation and Abolition) Act, 1970 is not applicable in this case because the Contractor had not engaged more than 19 labourers. The labourers are supplied by the Contractor on the terms and conditions of the agreement, for supply of labour and transport executed between Up Maha Prabandhak, Mudra [Dy. Gen. Manager Cy. (Plg. and Admn.)] and the Contractor and the rates of each work done by the labourer and the rates of wages for that work are approved by the schedule of duties to be performed by the Contractor of mazdoor. It is the choice of the Contractor to send any person of his choice for the work entrusted to him. The labour charges are paid by the Contractor directly.

According to the agreement dated 1st April 1998 M/s. R. G. Chandak was supplying madoor for carrying, delivering patent remittance and other boxes, loading and unloading of such boxes as per the rates specified in the agreement. M/s. R. G. Chandak was supplying labourer for Main Office Building of Reserve Bank of India and M/s. M. G. Chandak was supplying labourer for Additional Office Building. The maximum number of labourers engaged by the two Contractors with the bank on any day, were 7 and 6 respectively. These workers are not the employees of the bank and they are not working permanently for the bank. Therefore their services can not be regularised.

On behalf of the workman, Mukesh S/o Manohar Karwade had filed affidavit and he was Cross examined on 22-8-2000.

From the side of Reserve Bank of India N. Ranganathan submitted affidavit and he was Cross examined by R. N. Sen, Advocate for the workmen.

Both the parties have submitted their Written Arguments.

I have considered entire oral and documentary evidence produced by the parties and have heard the oral arguments of the Advocates of both the parties. D. N. Tripathi, Joint Legal Adviser argued the case for Reserve Bank of India,

The management has submitted the copy of agreement from 1st April 1998 to 31st March 1999 executed between R. G. Chandak and A. K. Pandya, Dy. Gen. Manager Cy. (Plg. and Admn.) Reserve Bank of India, Nagpur. Similar agreement was executed from 1st April 1998 to 31st March 1999 between Mukund G. Chandak and A. K. Pandya, Dy. Gen. Manager Cy. (Plg. and Admn.). Another agreement for supply of labour and transport was executed between Contractor M. P. Singh and V. S. Shouche, Dy. Gen. Manager (Plg. and Admn.) for the supply of labour and transport from 1st July 1999 to 31st March 2000.

The above agreements are Annexure I and II. From the above agreements it is therefore clear that the Reserve Bank of India has been giving the contract for supply of labour and transport to different Contractors at different times and it is the work of the Contractors to supply the labour to Reserve Bank of India for loading, unloading, carrying, weighing and stacking treasure boxes and bags. The Contractors were informed that within twelve hours of the receipt of written or verbal notice from the Deputy General Manager, Reserve Bank of India, Issue Department, Nagpur, they will supply as many motor lorries and mazdoors as may be required by the Reserve Bank of India for the work mentioned above.

The Contractors will have to supply the labourers even after outside ordinary business hours. They can also be directed the supply the labourers on the days recognised as "Public Holidays" under the Negotiable Instruments Act or any other Act or Notification of the Government of India or Government of Maharashtra.

In urgent cases, Deputy General Manager may by giving three hours notice only, can asked the Contractor to supply motor lorries and mazdoor.

The rates for loading, unloading of various boxes containing the currency notes and the coins were also given in the approved schedule of duties. The rates differ for different types of work such as Rs. 17.40 paise was the rate to unload the boxes from railway wagon's convey in the lorry from Nagpur Railway Station to Bank's Vault. The rate for taking out the filed remittance boxes from the over-night vault weigh and stack them to other vault was Rs. 6.60 paise. So different rates of wages were given for different type of work.

From the above terms of agreement it is clear that the above contractors were paid different amounts for different type of work.

The Contractors were not only supplying mazdoors but were also supplying the lorries for transportation of Currency boxes. The mazdoor were therefore working under the supervision of the Contractor. The Contractor was responsible to pay wages to the labourers. The Reserve Bank of India was making payment to the Contractor. No payment were made to the workmen directly.

Shri Mukesh M. Karwade has admitted at he is educated upto class 7. He was working with Contractor R. G. Chandak and M. G. Chandak. Contractors were paying wages to him on the basis of work done by him. With him 12 other labourers were also working with these Contractors. His statement therefore, clearly shows that he had other 12 workers had not received any payment for any work from the Dy. Gen. Manager (Plg. and Admn.) or any other officer of Reserve Bank of India.

In his Statement Shri N. Ranganathan, Assistant Treasurer in Reserve Bank of India, Nagpur also stated that he can not say whether these 13 mazdoors are working in Reserve Bank of India for 10 to 15 years or not. R. G. Chandak, M. G. Chandak and M. P. Singh, Contractors have been providing mazdoor to other Reserve Bank of India. He further says that these Contractors have supplied labour. He says that on 20th January 1996, Chief General Manager, Reserve Bank of India had invited sealed tender from reputed labour and transport Contractors by publication in the newspaper. The Contractors, who had valid licence could only supply the labour.

In these circumstances it is evident that Mukesh M. Karwade and 12 other mazdoor are not the employee of Reserve Bank of India, Nagpur. There is nothing on record to show that they had worked for 240 days in any calendar year.

In these circumstances Mukesh M. Karwade and 12 others are not the regular employees of Reserve Bank of India and their claim for regularisation of service is absolutely baseless.

The counsel for the workman has submitted ruling AIR 1986, Supreme Court 132, H. D. Singh Vs. Reserve Bank of India. This ruling is not applicable in the present case. The statement of Smt N. Ranganathan shows that these mazdoor were not called for any work regular by the bank. He has also stated that loading and unloading of the boxes of currency note etc. is not a regular work so regular employees were not engaged for this work. Generally one year's contract is given to one Contractor for supplying mazdoor. Loading and unloading work is taken from the mazdoor only one or twice in a month.

The gatepass or metal token issued to any person does not show that he is an employee of the Reserve Bank of India. Metal token or gatepass are issued just for the entry or exist of any number of persons from the bank premises. Anybody who enters in the premises has to obtain the gatepass for the entry. This is only for the safety of the bank premises.

In these circumstances, the above noted ruling is not applicable in this case. The copy of award dated 10-6-99 in reference No. 2/12 of 1998 of State Bank of Indore and their workman is also of no use in this case. Shri S. B. Panse, Presiding Officer, C.G.I.T. Court No. 2 of Mumbai has passed this award.

In view of above facts and circumstances of case, it is held that the action of the management of Reserve Bank of India, Nagpur is not regularising/absorbing the services of Shri Mukesh M. Karwade and 12 others as their regular employees is legal and justified. These workman are not the employees of Reserve Bank of India and can not claim regularisation in service. They are casual workers of the Contractors who are being paid by the Contractors for the work done by them as and when required by the Reserve Bank of India.

#### ORDER

The action of the management of Reserve Bank of India rep. through Manager, Reserve Bank of India, Nagpur in not regularising/absorbing the services of Shri Mukesh Manohar Karwade and 12 others as the regular employees of Reserve Bank of India is legal and justified.

The above noted mazdoors are not entitled to any other relief.

The reference is answered accordingly.

NAGPUR.

Dated : 3-5-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 17 मई, 2001

का.अ. 1300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीटी बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था ।

[सं. एन-12012/9/90-आई आर. (बी-3)/(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Citi Bank and their workman, which was received by the Central Government on 16-5-2001.

[No. L-12012/9/90/IR(B-3)(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SHRI KESHAV SHARAN SRIVASTAV,  
PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 37/90

In the matter of dispute between

Shri C.P. Kapoor and Others through  
Maha Sachiv, Citi Bank Employees union,  
898, Nai Sarak, Delhi-110006.

#### Versus

The Management of Citi Bank N.A.  
through its Upadhyaksh,  
Jeewan Bharti Building,  
Connaught Place,  
New Delhi-110001.

#### APPEARANCES :

Shri S. K. Tandon for the Union.

Shri Ashok Kapoor in person.

Shri Dinesh Agnani for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its order No. L-12012/9/90-IR(B-3) dated 5/6th April, 1990 has referred the following industrial dispute to this Tribunal for adjudication as per the Schedule given hereunder :—

"Whether the action of the management of Citi Bank, New Delhi in not allotting the post of Authorised Signers to Sh. C.P. Kapur, Shri Ashok Kapoor, Shri B.F. Bhatti, Shri S.K. Tandon, Shri Ramesh Anand and allotting to Shri Ashok Bhasin and Shri Ashok Saxena though junior to them was justified ? If not to what relief the workmen are entitled to?"

2. Statement of claim, written statement and rejoinder were exchanged between the parties.

3. The allegation made in the statement of claim in short is that employees of the Citi Bank were classified in three cadres which were as under :

(a) Officer Cadre comprising of Vice President, Asstt Vice President, Manager, Asstt. Manager.

(b) Workman Cadre/Award Staff includes Clerks/Special Assistant/Cashier/authorised signet etc. on whom the service conditions under the provisions of Sastry Award as modified upto date are applicable ; and

(c) Sub-staff which includes Peons/Head Peons etc.

As regards the workman cadre shown in class 'B' aforesaid it is alleged that their service conditions were governed by the provisions of Sastry Award as modified upto date.

4. It is further alleged that according to the risks and responsibilities some of the functions performed by the workman staff attracted higher wages by way of special allowances. As per provisions of Sastry Award modified by subsequent settlements these special allowances posts were filled on the basis of the seniority of the employee and higher allowance was given to senior most employee.

5. It is again alleged that the workman who are parties in the case and also other workmen all shown in para 2.3 of the statement of claim were senior to Shri Ashok Bhasin and Ashok Saxena on the ground of the date of their joining as mentioned in the same para 2.3 of the statement of claim. The bank without assigning any reason to the workman had abruptly allotted the post of authorised signer to S/Shri Ashok Bhasin and Ashok Saxena w.e.f. 9-3-89 who were junior to the workman. Said action of the Bank was illegal and against the principle of natural justice. It also amount unfair practice under section 2(fa) and schedule V item No. 4(e) and 9 of the Act. The action of the Bank was also violative of para 5 to 9 of Sastry Award and paras 14.4, 14.10 and 14.11 of the Desai Award and read with section 25(G) of the Act and rule 77 of Industrial Disputes (Central) Rules 1957. The allegation of workman again is that the Industrial Dispute raised by them against the said illegal action of the Bank was sent for re-conciliation but it could not succeed due to denial of the claim of the workman by the Bank. The workman has prayed for the following directions :

- A. That S/Shri B. F. Bhatti, Ashok Kapoor, Ramesh Anand, S. K. Tandon and C. P. Kapur be treated as Authorised Signers from the date the juniors are promoted and posted as such;
- B. That these workmen be given arrears of wages/allowances alongwith other benefits like P.F. etc. for the period the juniors are being paid; and
- C. That the employer be directed to pay Special Allowance continuously to all the above workmen by treating them as Authorised Signers from the date the juniors were promoted;
- D. Any other benefits which this Hon'ble Tribunal may deem fit and proper alongwith suitable costs.

6. The Bank has filed its written statement and denied the workman's allegation. The Bank has stated that the cadre of Authorised Signer was earlier in fact was that of an Officer/Supervisory position. The Bank has denied workman's contention that appointments as authorised signer were done on the basis of seniority and it is alleged that in fact it was filled on the basis of suitability and as per terms of the Bipartite Settlements only those persons could be appointed as authorised signer who in the assessment of the Management are found suitable for the post. The relevant clause of the agreement has been mentioned in the written statement and it is reproduced herein para 2 of the written statement and it is quoted below :—

"The Bank can appoint as Authorised signer any employee who has completed 17 years of service as a clerk. However the Bank may appoint any clerk who has completed 5 years but less than 17 years of service as Authorised Signer but such an employee so appointed will be on probation for one year at the end of which period he/she may either be promoted to Officer/Management cadre or he/she may be reverted to the appropriate clerical grade in which event he/she will receive emoluments applicable to that particular clerical grade. It is hereby provided that a clerk may be assigned the duties of an Authorised Signer only with the prior consent of the concerned individual employee."

The Bank has admitted that the appointment of Shri Ashok Bhasin and Ashok Saxena as authorised signer w.e.f. 9-3-1989 but has stated that they were appointed on the ground of the suitability which was only criteria required for the appointment. The Bank has denied that there was any unfair labour practice in this respect. The Bank has denied that the workmen are entitled for the relief claimed by them.

7. In the rejoinder workmen have reiterated the allegations made in the statement of claim.

8. The workmen could not lead evidence in the case. On behalf of the Bank only an affidavit of Shri Rajeshwar

Kumar was filed but he could not be produced for cross-examination. Vide order dated 4-10-1993 case was reserved for an award on the ground of non-appearance of the parties. Workmen application to setting aside order dated 4-10-93 was rejected vide order dated 21-2-95. The review application moved on behalf of the workmen for the review of the order dated 21-2-95 was also rejected vide order dated 17-5-2000.

9. In view of the circumstances narrated above I proceed to decide the case on merit. After having considered entire facts and circumstances of the case I find that the workmen have miserably failed to substantiate their claim by any evidence. No evidence either documentary or oral has been adduced on behalf of the workman in the case at any point of time. The burden of proving the allegation of the workman that appointment as authorised signer was made on the basis of seniority only was on them. They have not discharged their burden. Mere allegation made in the statement of claim unless supported by any evidence cannot be accepted as truthful.

10. In view of the fact I do not find any illegality in the Bank's action for promoting to S/Shri Ashok Bhasin and Ashok Saxena were authorised signers. The term of reference thus I find can be decided in affirmative. The workmen I find are not entitled for any relief.

15th May, 2001.

11. The award in the case is given in the like manner.

K. S. SRIVASTAV, Presiding Officer

नई दिल्ली, 17 मई 3001

का.क्रा. 1301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चलवाई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था।

[मं. एन-41012/130/97-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1301.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 16-5-2001.

[No. L-41012/130/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 30th April, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 497/2001

(Tamil Nadu Industrial Tribunal I.D. No. 74/98)

(In the matter of the dispute for adjudication under section 10(1)(d) and sub-section 2(A) of the Industrial Disputes Act, 1947 between the Workman Sri G. Chandran and the Management, Southern Railway.)

## BETWEEN

Shri G. Chandran. .... Workman/I Party  
AND

1. The Sr. Divisional Mechanical Engineer,  
Divisional Office,  
Mechanical Branch,  
Southern Railway,  
Madras 3.
2. The Divisional Railway Manager,  
Personnel Branch,  
Madras Division,  
Southern Railway,  
Madras-3.
3. The Chief Mechanical Engineer,  
General Manager Office,  
Southern Railway,  
Madras-3. .... Management/II Party

## APPEARANCE :

For the Workman : Sri T. Fennwalter, Advocate.

For the Management : Sri G. Kalyanasundaram,  
Advocate.

## REFERENCE :

Order No. L-41012/130/97-IR(B-1) dt. 23-2-98 Government of India, Ministry of Labour, New Delhi.

This dispute on coming up before me for final hearing on 18-4-2001, upon perusing the reference, Claim Statement, Counter Statement and documentary evidence filed on the side of the Management marked by consent on either side and other material papers on record and upon hearing the arguments of Sri T. Fennwalter, advocate for the Workman and Sri G. Kalyanasundaram, advocate for the Management and this dispute having stood over till this date for consideration, this Tribunal passed the following :—

## AWARD

This reference by the Central Government in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, in respect of dispute between Shri G. Chandran, Workman and the Southern Railway, Madras, Management, as Schedule appended to the order of reference.

The Schedule reads as follows :—

"Whether the action of the Southern Railway in imposing the punishment of compulsory retirement on Shri G. Chandran, Ex-Khalasi with effect from 31-8-93 for his unauthorised absence during the period from 4-5-91 to 13-8-91 is justified or not? If not justified, to what relief Shri G. Chandran is entitled?"

2. This order of reference was first made to Tamil Nadu Industrial Tribunal as an industrial dispute for adjudication and the same was taken on file by that Tribunal as I.D. No. 74/98. On receipt of notices from that Tribunal, both the parties appeared with their respective counsel and filed the respective Claim Statement and Counter Statement. When the matter was taken up for enquiry in that Tribunal, orders has been issued by the Central Government to transfer the case from the file of that Tribunal to the file of this Tribunal. Accordingly, this case has been transferred to the file of this Tribunal and on receipt of records, the case was taken on file on 16-12-2001 in this Tribunal as I.D. No. 497/2001. Notices were sent to counsel on either side informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal with their respective parties to prosecute this case. On the first hearing on 7-3-2001, the counsel on either side were present and documents filed on the side of the Management were marked as Ex. M1 to M9 by the consent of counsel on either side. On the representation made by the counsel on either side as evidence in this case is closed on either side, the matter was posted for arguments of counsel on either side at their request to 9-3-2001. Subsequently, on the notice to produce documents given by the counsel for the I Party to the counsel for the II Party, additional documents were filed by the II Party/

Management and they were marked as Ex. M10 to M15 with the consent of both the counsels. Then after hearing the arguments of counsel on either side on 18-4-2001, the case was posted for orders to this date.

3. The brief particulars in this industrial dispute between the parties are as follows :—

The I Party/Workman (herein after referred to as Petitioner) Shri G. Chandran was initially engaged as casual labour on 14-2-1976 and on completion of 120 days, he was granted temporary status with effect from 14-6-1976. Subsequently, he was empanelled as regular Khalasi on 7-12-1978. Later, he was promoted against one of the reclassified post of Khalasi Helper with effect from 1-1-1984. He was given increments regularly except during 1991 and 1992 as he had absented himself from duty. The Petitioner was issued with charge memo for being unauthorisedly absent from duty from 4-5-91 to 13-8-91. An enquiry was conducted as per the procedure laid down under Railway Servants (Discipline and Appeal) Rules, 1968 and the charges against him were held as proved and he was imposed with penalty of compulsory retirement with effect from 31-8-1993.

4. It is alleged in the claim statement of the Petitioner that in the enquiry nobody was examined and some question were put to the Petitioner. No enquiry proceedings were recorded or provided and the Petitioner was not issued with any copy of the enquiry proceedings. He was not issued with the findings of the Enquiry Officer. In the enquiry nobody was examined as prosecution witness to support the charges. Hence, it is illegal enquiry. The order dated 18-8-1993 was issued to the surprise of the Petitioner for his compulsory retirement. The Petitioner preferred an appeal and the same was dismissed by an order dated 31-5-95. Then he filed a revision petition to the Chief Mechanical Engineer which was also dismissed. Though the Petitioner is entitled to pension which has not been paid to him till this date, the appeal he filed to the General Manager was also dismissed by the order dated 26-10-95. The punishment imposed against the Petitioner is shockingly disproportionate and merits interference under section 11A of the Industrial Disputes Act. Various other workmen in the Railways, who have absented for a long period are still in service. Further, once his misconduct is considered and he has permitted to resume duty, the question of further punishment amounts to double jeopardy and the same is illegal. The manner in which the enquiry has been conducted is contrary to the basic principles of natural justice and the consequent punishment is illegal. The procedure adopted by the Management is contrary to the statutory Railway rules and principles of natural justice. Hence, this Hon'ble Tribunal may be pleased to direct the Respondent/Management to reinstate the Petitioner in service with back wages, continuously of service and other attendant benefits.

5. The allegations in the Counter Statement are that the Petitioner while reporting for duty on 13-8-91 had produced a private medical certificate dated 9-8-1991 issued by a Doctor at Arakkonam, wherein it had been stated that the Petitioner Sri G. Chandran had taken treatment for head injury from 4-7-91 to 9-8-91. As per extant rules, an employee reporting sick in a hospital other than Railway Hospital, is required to submit a medical certificate within 48 hours. This provision is applicable only when the employee is residing outside the jurisdiction of a Railway Medical Officer which shall normally be taken to mean within a radius of 25 kms. of the Railway Hospital. As the Petitioner has failed to follow the said rules, he is not entitled to any privilege that could be extended to employees who produce private medical certificate. In the circumstances, the initiation of disciplinary action against the Petitioner is justified. The Petitioner was imposed with penalty of compulsory retirement from service with effect from 31-8-93. He appealed against the penalty only on 10-2-94. Though the appeal was time barred, the Appellate Authority considered his appeal and confirmed the penalty. Subsequently, the Petitioner submitted a Revision Petition to the Competent Authority after a lapse of eight months. However, the Revision Petition was also considered and the penalty was upheld. The Petitioner again submitted a mercy petition to the General

Manager's open court which was not considered favourably. The Petitioner who was in charge of maintenance of rakes had by his unauthorised absence for a period of over three months, caused avoidable inconvenience to the administration. When an employee unauthorisedly absent himself, his services are not automatically terminated nor penalty imposed. The procedure laid down in the Railway Servants (Discipline and Appeal) Rules, 1968 is duly followed before arriving at any final decision for any offence committed by an employee. Besides, the Petitioner who was allowed to join duty on his resumption from unauthorised absence was imposed with a penalty of compulsory retirement only after following the laid down procedure. The Railway administration had exercised its powers well within the framework of its rules and the penalty imposed is wholly justified as the Petitioner was given every reasonable opportunity to defend himself. Therefore, this Hon'ble Tribunal may dismiss this case.

6. The points for my consideration are—

- (1) Whether the domestic enquiry conducted by the Management is contrary to the basic principles of natural justice? and
- (2) Whether the action of the Southern Railway in imposing the punishment of compulsory retirement on Shri G. Chandran, Ex-Khalasi with effect from 31-8-93 for his unauthorised absence during the period from 4-5-91 to 13-8-91 is justified or not? If not justified, to what relief Shri G. Chandran is entitled?"

Point No. 1 :

The Petitioner/Workman who was employed as Khalasi by the Respondent/Management was compulsorily retired from service with effect from 31-8-93 on the ground that he was unauthorisedly absent during the period from 4-5-91 to 13-8-91. A Penalty Advice dated 18-8-93 was issued to the Petitioner, a xerox copy of the same is Ex. M-14. A xerox copy of the Muster Roll for the said period of absence of the Petitioner i.e. 4-5-91 to 13-8-91 is Ex. M10. For his unauthorised absence for the said period, a charge sheet dated 10-9-91 was issued to him with Annexure to Standard Form No. 5, a xerox copy of the same is Ex. M11. In the Claim Statement, it is simply stated that to the great surprise of the Petitioner, he was issued with an order dated 18-8-93 being compulsory retirement. It is also his allegation in the Claim Statement that in the enquiry no body was examined and some questions were put to him and no enquiry proceedings were recorded or provided and he was not issued with any copy of enquiry proceedings and that he was not issued with Enquiry Officer's findings and in the enquiry to support the charges, nobody was examined as prosecution witness. But in the Counter, the Respondent has stated that an enquiry was conducted as per the procedure laid down under Railway Servants (Discipline & Appeal) Rules, 1968 and the charges against him were held as proved and he was imposed with penalty of compulsory retirement with effect from 31-8-93. It is further alleged that the Petitioner who was allowed to join duty on resumption from unauthorised absence was imposed with penalty of compulsory retirement only after following the laid down procedures in the Railway Servants (Discipline & Appeal) Rules, 1968. The learned counsel for the Petitioner in his written arguments has stated that the Management has not conducted any enquiry in conformity with the principles of natural justice. The Petitioner was called upon to resume duty after the absence of three months, due to sickness and the entire period of sickness has been covered by medical certificate. The medical certificate issued by a Railway Doctor was also given by the Petitioner to the Competent Authority before resuming duty and only after that he was permitted to work for a period of two years and suddenly without any notice, the Petitioner was terminated from service on a false allegation of unauthorised absence. It is further contended that the absence was due to his sickness and the entire period of leave has been covered by the medical certificate and the same was considered and he was allowed to resume duty. So, the Management should not be allowed to big of matters already completed. On the other hand, in the written arguments filed by the Respondent, the learned counsel for the

Respondent has contended that as per Rule 503 of Indian Railway Establishment Code, leave cannot be claimed by as of right and leave of any kind may be refused or revoked by the authority and as per Rule 511 of Indian Railways Establishment Code, the Petitioner has to make an application for leave and as per the Rule 521 of IREC, the Petitioner should submit application for leave within 48 hours along with a sick certificate from Registered Medical Practitioner and that in this case, the Petitioner has not followed the above rules and had produced a private medical certificate dated 9-8-91 issued by a Doctor at Arakkonam, stating that the Petitioner had taken treatment for head injury from 4-7-91 to 9-8-91. As per Ex. M1 in the communication letter ADRM has observed that, during the enquiry, he had stated that he had stomach problem whereas in the appeal he has mentioned that he has got asthmatic problem. He has also not submitted any representation against enquiry report which was sent to him on 9-7-92. From this, it is clear that the enquiry was conducted and the enquiry report was sent to the Petitioner and for which he has failed to give reply.

7. Ex. M12 is the xerox copy of the enquiry proceedings. The Management has produced original enquiry file for the perusal of this Tribunal. From the perusal of the enquiry proceedings, it is seen that on 27-11-91, the enquiry officer has put questions to the charge sheeted employee, the petitioner herein and he has recorded the questions he put to him and the answers, the Petitioner gave for those questions. When he was asked by the Enquiry Officer as to whether he was prepared to attend the enquiry along with the defence helper, he has stated that he was prepared to attend the enquiry and he has also informed him for another question that he was received the charge memo dated 26-10-91. The day's proceedings recorded by the Enquiry Officer in English had been read over and translated in Tamil and accepted by the delinquent employee as correct. In token thereof, in every page of the enquiry proceedings along with Enquiry Officer, chargesheeted employee, Petitioner herein has also subscribed his signature. When he was questioned by the Enquiry Officer as to whether he understood the charges, replied 'yes'. Then when he questioned him for nominating defence helper to defend his case, he said he had not nominated anybody by saying 'no'. When he was asked as to whether he required any defence helper to defend his case, he said 'no' and further when the Enquiry Officer put to the Petitioner, the charge sheeted employee as question No. 8 as 'do you accept the charges framed in SF5', he answered that 'I accept the charges in the memo'. He has also admitted for another question that he did not apply for leave and had not reported sick in Railway Hospital. When he was questioned to state the reason about his absence, he has stated that due to unforeseen circumstances, he was forced to abstain from duty. First it started from his stomach problem, so he thought of getting treatment at his native place and while getting treatment, his house needed some repair in the roof and while he was on the roof repairing, he fell down accidentally, that also needed some treatment. So his absence was prolonged and further there was a partition in his family property among his three brothers and himself and in addition to that his wife was suffering from abortion and all these above said reasons made him to stay away from his duties. When the Enquiry Officer asked him as to whether he would like to say regarding his enquiry, he replied that he don't have anything to say further. For another question, as to whether all facilities were offered to defend the case, his answer was that he was offered all the facilities to attend the enquiry and there was no compulsion or any sort of threat or any such thing during and in the course of enquiry and he had replied according to his conscious and free mind and he was satisfied of that enquiry. All these things recorded by the Enquiry Officer during the enquiry were vouchered as correct by the Petitioner by subscribing his signature as a charge-sheeted employee. In that there is an endorsement to that effect that the proceedings which was recorded in English language by the Enquiry Officer was read over and translated to the charge-sheeted employee in Tamil and accepted him as correct and he had also received a copy of that proceedings. The Enquiry Officer has given his report, a xerox copy of the same is Ex. M13. The reason for his findings has also been given in that report. He has stated therein that the muster roll of employee proved the unauthorised absence of the employee from duty from 4-5-91 to 13-8-91 and the

delinquent has also admitted by giving his answers to questions 8 to 10 and this has also brought out in evidence from the LM 446 maintained in the office and ultimately he has stated that the Petitioner Sri G. Chandran, C & W Khalasi, T. No. 1977 had absented himself unauthorisedly from duty from 4-5-91 to 13-8-91 without proper authority or following Railway Medical Attendance Rules and thus violated Rule 3(1)(ii) of Railway Service (Conduct) Rules, 1966, are proved. A perusal of the entire enquiry file produced in original go to show that the Management has followed the rules prescribed for the administration without any laches, affording proper and ample opportunity to the Petitioner, chargesheeted employee, to defend himself in the enquiry. The file contains a letter dated 23-2-97 written by the Petitioner himself to his superior which reads as follows :—

"I beg to submit that I met with a road accident at Arakkonam and undergoing private medical treatment in a private nursing home. As my condition was very bad and unconscious, I could not inform to office in time and Doctor advised me complete bed rest. As such I could not attend to work from 4-5-91 to 13-8-91. I request you to kindly excuse me for the absence and treat the period of absence as leave due to me."

The Petitioner while reporting for duty after his absence has given a letter to the Management stating that he was not able to attend duty from 4-5-91 to 13-8-91 as he was undergoing treatment by a private Doctor for acute head injury treatment and now he feel better and hence he may kindly be allowed for duty. The medical certificate said to have been issued by Dr. Manoharan of Arakkonam has been enclosed with that letter which is dated 9-8-91, wherein it is stated that Sri G. Chandran took treatment under him for head injury from 4-7-91 to 9-8-91 and he has recovered from his illness and fit to resume duty from 10-8-91. In the letter he gave to the Management about his reporting for duty, an endorsement was made directing him to meet the D.M.O. As such he appeared before the DMO and got the fitness certificate for duty. The DMO has after examination of Sri G. Chandran opined that he is fit for duty on 13-8-91. So from these materials available by way of documentary evidence, it is clearly seen that the contention of the Petitioner in his Claim Statement as well as his counsel in the written arguments that the Management has not conducted any enquiry in conformity with the principles of natural justice is incorrect. Admittedly, for the alleged head injury, the workman has not taken treatment in the Railway Hospital. Further in the Claim Statement itself, the Petitioner has not averred that he sustained head injury and has taken treatment in a private nursing home and was bed ridden and only due to that he was unable to report to duty. On a perusal of the enquiry proceedings Ex. M12, it is seen that before the Enquiry Officer, the Petitioner/Workman has stated that he was absented for duty due to unforeseen circumstances and he has mentioned four reasons for his inability to report for duty for the entire period of absence as—(1) he had some stomach problem and was getting treatment at his native place, (2) when he was attending to the repair work in a roof of his house, during that period of ailment, he fell down accidentally and took treatment for the same, (3) he was obliged to be there for partition of their family property amongst himself and his three brothers, and (4) he had to be there, since his wife suffered an abortion. Even before the Enquiry Officer, he had not stated that due to the fall from the roof, while effecting repairs, he sustained head injury and was obliged to be hospitalised in a private clinic at Arakkonam and a Doctor by name A. Manoharan treated him and also gave him a medical certificate to that effect dated 9-8-91. Though he has chosen to produce that medical certificate issued by the said Doctor when he reports back for duty on 13-8-91, he has not mentioned all these things, when he was enquired by the Enquiry Officer about his unauthorised absence on 27-11-91. Further, as it is seen from the records while preferring an appeal against the punishment imposed on him by the Disciplinary Authority, he has mentioned that he has got asthmatic problem, though he has stated during the enquiry that he had stomach problem. Neither before the Enquiry Officer nor alongwith his appeal to the Appellate Authority, he had produced any documentary evidence for his illness. In the appeal order itself, the Appellate Authority has pointed out that the Petitioner has not submitted any

representation against the enquiry report which was sent to him on 9-7-92. It is seen from the records that the Management has sent a report of the Enquiry Officer under Registered Post with acknowledgement card under Ex. M14 informing him that the Disciplinary Authority will take suitable decision, after considering the report and if the Petitioner wish to make any representation or submission he may do so in writing to the Disciplinary Authority within fifteen days of the receipt of that letter. In Ex. M15, the Disciplinary Authority has stated that the Petitioner could have easily contacted his controlling supervisor or his depot incharge either in person or through post about his inability to attend his duties. He never made any of the attempt as above. The enquiry report was acknowledged by him on 9-7-92 and he has not made any representation or submission against the enquiry report. Further it is seen from the records Ex. M1, M3 and M5, the Petitioner had availed appeal provisions and also revision provisions before the authorities and then he sent a Mercy Petition before the General Managers Open Court pleading mercy under Ex. M6 and all these authorities have rejected the request of Petitioner for re-appointment. So, from all these things, it is evidently clear that the Petitioner was given all particulars to defend his case. So, the contention on behalf of the Petitioner that the principles of natural justice have been violated by the Management in not affording the Petitioner a reasonable opportunity to put forth his defence before the Management is incorrect. It is clearly stated by the learned counsel for the Respondent as per Rule 503 of Indian Railway Establishment Code, leave cannot be claimed as a right and leave of any kind may be refused or revoked by the authority and as per Rule 511 of Indian Railway Establishment Code, the Petitioner has to make an application for leave and as per the Rule 521 of Indian Railway Establishment Code, the Petitioner should submit his application for leave within 48 hours along with the sick certificate from Registered Medical Petitioner. From the available records, it is evidently clear that the Petitioner has not followed any of the said Rules, but produced a private medical certificate issued by a Doctor at Arakkonam, that too for a lesser period than the period mentioned as unauthorised absence in the charge memo issued to him. As the Petitioner himself has admitted his guilt before the Enquiry Officer, there was no necessity for the Enquiry Officer to examine any witness for the Management. Pending enquiry only the Petitioner was allowed to join back to duty. Subsequent to the finding given by the Enquiry Officer that the charge against the Petitioner has been proved, the Disciplinary Authority has imposed punishment, after following the principles of natural justice and after affording reasonable opportunity for the Petitioner to put forth his representation about the proposed punishment. As it is decided by the Supreme Court in a case reported as 1996 II LLJ 519 'compulsory retirement differ from both dismissal and removal both in its nature and effect. It is not considered, prima facie and per se a punishment and does not attract the provisions of Article 311. It is neither a punishment nor a stigma. In this case, the Petitioner has given compulsory retirement not as a punishment. Further, in Ex. M15 the order passed by the Disciplinary Authority as Penalty Advice dated 18-8-93, it is stated that the Petitioner is compulsorily retired from service with effect from 31-8-1993 (AN) with full benefits and his period of absence is treated as absence only. So under such circumstances, it is evidently clear that the enquiry conducted by the Management in respect of the chargesheet issued to the Petitioner for his alleged misconduct of unauthorised absence is not against the principles of natural justice. Thus, I answer the point accordingly.

#### Point No. 2 :

In view of my findings in the earlier issue and on the basis of the materials available in this case, I can come to the conclusion that the action of the Southern Railway by passing an order of compulsory retirement on Shri G. Chandran, Ex-Khalasi with effect from 31-08-1993 for his unauthorised absence during the period 4-5-1991 to 13-08-1991, is justified and hence the Petitioner/I Party workman Shri G. Chandran is not entitled to any relief. Further, it is seen that the action taken by the Management against the misconduct of the Petitioner/Workman is not excessive or disproportionate to the gravity of the misconduct committed by the Petitioner. Thus, I answer the point accordingly.

8 In the result, an award is passed holding that the action of the Management/II Party, Southern Railway in passing

an order of compulsory retirement on Shri G. Chandran, I Party/Workman, Ex-Khalasi with effect from 31-08-1993 is justified and hence the I Party/Workman concerned is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him and corrected and pronounced by me in the open court on this day, the 30th April, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

For the I Party/Workman : NIL

For the II Party/Management :

Ex. M1 31-05-94 Xerox copy of confirmation of Appellate Order to the Petitioner.

Ex. M2 20-08-94 Xerox copy of appeal for reconsideration.

Ex. M3 11-10-94 Xerox copy of reply by DRM for the second appeal dt. 20-8-94.

Ex. M4 11-10-94 Xerox copy of Revision Petition of the Petitioner.

Ex. M5 26-04-95 Xerox copy of reply to the Revision Petition.

Ex. M6 02-06-95 Xerox copy of Mercy petition.

Ex. M7 2/5-6-95 Xerox copy of reply to the mercy petition.

Ex. M8 26-10-95 Xerox copy of letter of Chief Personnel Officer to the Petitioner.

Ex. M9 26-10-95 Xerox copy of Service Register.

Ex. M10 26-10-95 Xerox copy of Muster Roll.

Ex. M11 10-09-91 Xerox copy of Charge sheet.

Ex. M12 10-09-91 Xerox copy of enquiry proceedings.

Ex. M13 10-09-91 Xerox copy of the findings of Enquiry.

Ex. M14 10-09-91 Xerox copy of acknowledgement card for letters to Petitioner.

Ex. M15 18-08-93 Xerox copy of penalty advice.

नई दिल्ली, 17 मई, 2001

का.आ. 1302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गण में, केन्द्रीय सरकार सेंट्रल रेलवे, नागपुर के प्रबंध के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-5-2001 को प्राप्त हुआ था।

[सं.एन-41012/92/92-आईआर. (डी.यू.)/(बी-1)]

अजय कुमार डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1302.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management

of Central Railway, Nagpur and their workman, which was received by the Central Government on 16-5-2001.

[No. L-41012/92/92-IR(DU)|(B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer

REFERENCE NO. CGIT : 150/2000

Employers in relation to the management of The D.R.M., Central Railway.

AND

Their Workman Shri Raju Natthuji Meshram

## AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub-Section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-41012/92/92-IR(DU) dated 15-11-93 on following schedule.

## SCHEDULE

"Whether the action of the management by terminating the services of Shri Raju Natthuji Meshram, Khalasi is proper and justified ? If not, what relief he is entitled to ?"

The workman Sh. Raju Natthuji Meshram, Khalasi has submitted statement of claim that he was appointed as Khalasi in Central Railway w.c.f. 19-07-79. 'He was working under the control of Inspector of Works, Central Railway, Nagpur. At that time he was issued service card bearing No. 278466. While he was in service he was sent for medical examination on 07-04-1984. After his medical examination he was carrying out his duties and was getting monthly rated wages and house rent allowance etc. His service was terminated on 9th January 1987 orally. No enquiry was conducted against him. He was also not served with any notice. He claimed reinstatement with continuity in service.

The management of Central Railway, Nagpur through its Divisional Personnel Officer submitted written statement. Management

contested the case that the workman was not appointed on 19-07-79. No service card bearing No 278466 was issued to him.

The management however, admitted that workman Sh. Raju Natthuji Meshram worked as casual labour from 01-02-83. He was given monthly rate of wages w.e.f. 19-12-83 after passing B.I. Medical Examination on 07-04-84. He was not allowed to work from 09-01-87. No enquiry was conducted against the workman and no notice was given to him prior to his termination.

The management has taken the plea that workman had obtained service card No. 278466 fraudulently. The Thumb Impression on service card did not tally with the thumb impression of medical certificate. As the service card was not genuine the employee's employment appears to have been obtained by fraud.

On behalf of the management the statement of Sh. Ashok Bhauraoji Shende, Thumb Impression Expert was recorded in C.G.I.T. Court No. 1 at Mumbai on 04-03-97. Sh. Raju N. Meshram, workman also submitted his affidavit on 11-10-2000.

The management was given opportunity to cross examine the witness on 10-11-2000. Nobody turned up to cross examine the witness from the side of management, hence the cross examination was closed.

The written arguments were filed by the counsel for the workman on 27-11-2000. The management also submitted written arguments on 02-01-2001. After that 12-01-2001, 08-02-2001 and 28-02-2001 were fixed for oral arguments. On 28-02-2001 the counsel for the workman did not appear to argue the case. The case was adjourned to 30-03-2001. On this date counsel for management did not turn up to argue the case and the case was adjourned to 11-04-01.

On 11-04-01 the counsel for the workman argued the case. Nobody appeared to argue the case from the side of management of Central Railway.

I have perused the written arguments submitted by both the parties and have perused the oral and documentary evidence produced by the parties.

The main reason for the termination of the services of the workman by the management is that the workman had obtained the service card by fraud. The management says that the workman was not in service from 19-07-1979.

The statement of Sh. Ashok B. Shende, Thumb Impression Expert shows that the time keeper had told him that the signature on the card and the stamps on the card were suspicious. He had no occasion to examine the original stamp with the stamp on the service card of the workman. He had taken thumb impression of the workman and he compared the specimen thumb impression with the thumb impression on the card. In cross examination he further says that he has not recorded the pattern of the thumb impression on record and also the pattern of specimen thumb impression taken by him. He further says that it is true that identification and comparison of the thumb impression can be made only on the basis of type of pattern. He is not trained for examination of handwriting. He did not examine the signature of the subordinate incharge on the service card of the workman, who is alleged to have issued the service card.

The statement of this witness therefore does not prove as to who had issued the service card. The service card was therefore not prepared by the workman. It was issued by the Rail Path Nirikshak, Madhaya Railway, Phoolgaon.

There is nothing on record to show that the statement of Rail Path Nirikshak was recorded prior to the termination of the service of the workman.

Moreover this disputed service card was not the basis of employment of the workman. Even if the service card was not genuine, the workman was not responsible for it. Because the service card is always issued after the workman gets employment. No workman gets employment on the basis of service card.

Keeping aside this fact the management had admitted that the workman Sh. Raju N. Meshram worked in Central Railway from 01-02-83. Thus, the management does not say that the workman got employment from 01-02-83 on the basis of service card which is alleged to have been issued in July 1979.

It is admitted to the management that the Raju N. Meshram worked in Central Railway as casual labour from 01-02-83. He was given monthly rate wages from 19-12-83 after passing medical examination which was done on 07-04-84. It is therefore clear that workman Sh. Raju N. Meshram worked as casual labour in Central Railway, Nagpur from 01-02-83 to 09-01-87. According to the admission of the management the workman therefore remained in service for about four years as casual labour in Central Railway.

In these circumstances the workman has served in Central Railway for more than one year. No enquiry was conducted against the workman before termination. In these circumstances his termination may be considered retrenchment from the service.

According to the Section 25(F), no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until :—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice.
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months.

In view of the above facts and circumstances and the evidence on record the workman Raju N. Meshram was in continuous service of the Central Railway from 01-02-83 to 09-01-87. He is therefore entitled to be paid the retrenchment compensation under section 25-F(b) of the Industrial Dispute Act, 1947. The reference is therefore partly allowed.

### ORDER

The reference is partly allowed. The workman Sh. Raju N. Meshram shall be treated as retrenched from service. He shall get retrenchment compensation under Section 25-F (b) of the Industrial Dispute Act, 1947 for the period from 01-02-83 to 09-01-87.

The workman is not entitled to any other relief.

The reference is answered accordingly.

Nagpur

23-04-2001

B. G. SAXENA, Presiding Officer

नई दिल्ली, 18 मई, 2001

का. आ. 1303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इन्दौर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/194/97-आई और (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2001

S.O. 1303.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal| Labour Court, Jabalpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Indore and their workman, which was received by the Central Government on 17-5-2001.

[No. L-12012|194|97 IR(B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR (MP)

Case No. CGIT|LC|R|119|98

Presiding Officer :

The General Secretary,

All India State Bank of Indore Employees Congress, Hardev Niwas, Sanwer road,

Ujjain.

Applicant.

### VERSUS

The Assistant General Manager (P).

State Bank of Indore, Head office,

5, Yeshwant Niwas Road,

Indore.

Non-applicant..

## AWARD

Passed on this 1st day of May-2001

1. The Government of India, Ministry of Labour vide order No. L-12012|194|97-IR(B.I.) dated 16-6-90 has referred the following dispute for adjudication by this tribunal—

“Whether the action of the management of State Bank of Indore in promoting juniors by ignoring senior Shri Vijay Kumar Upadhyay and not paying him special allowance is justified? If not, what relief the workman is entitled for?”

2. The workman filed an application praying to dismiss his claim in the instant case as the management has already promoted him to the higher rank for which the present dispute has been referred for adjudication. The workman does not want to press his dispute any more.

3. In view of the aforesaid application of the workman, no dispute exists between the parties. Hence no dispute award is passed.

4. On the above said reasons, it is held that the workman has been promoted by the management and therefore now he is not entitled to any promotion as claimed by him in this case.

5. Copy of the award be sent to the Ministry of Labour, Government of India as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 18 मई, 2001

का श्रौ. 1304—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबन्धतल के सर्वोच्च नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय जबलपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2001 को प्राप्त हुआ था।

[स एल-12012/280/89-आई आर बी-III/(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2001

S.O. 1304.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal|Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 17-5-2001.

[No. L-12012|280|89|IR B-III|(B-I)]  
AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-  
LABOUR COURT, JABALPUR

Case No. CGIT|LC|R|62|90

Presiding Officer : Shri K. M. Rai

Shri Yashwant Singh,  
S/O Shri Amarsingh Raghuwanshi,  
316, Colony Nagar,  
Indore (MP).

Applicant.

Versus

The Regional Manager,  
State Bank of India,  
Divisional Office, 163,  
Kanchan Bagh,  
Indore.

.. Non-applicant.

## AWARD

Delivered on this 10th day of April, 2001

1. The Government of India, Ministry of Labour vide order No. L-12012|280|89-IR B-III dated 19-2-90 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of State Bank of Indore in treating Shri Yashwant Singh Raghuwanshi as having retired voluntarily from the service of the bank vide their letter No. RM.1.STAFF|11813 dated 2-7-88 in terms of para XVI of the bipartite settlement dated 17-9-84 was justified? If not, to what relief the workman is entitled to and from which date?”

2. The case for the workman is that in the month of Dec. 87, he had filed an application to the management for transferring him from Indore to Jaipur. Subsequently as a result of the objection by the members of his family, he filed an application on 1-1-82 to the Branch Manager, Mill Area for cancelling his application for transfer to Jaipur. On 4-1-88, he presented himself for duty but the Branch Manager of Mill Area did not allow him to continue and informed that he shall be relieved as per order of Regional Manager to join at Jaipur. The Branch Manager also directed him to apply for advance to meet the transfer expenses. The Branch Manager did not pay any head to his request and relieved him to join at Jaipur. Prior to passing the order for transfer to Jaipur, the workmen had already applied

for cancelling his application in this respect. The management never accepted his request and registred to join at Jaipur. He had also sent an application to the Regional Manager to consider his case sympathetically but to no effect.

3. The workman further alleges that on 12-1-88, 7-2-88, 6-3-88, 5-4-88, 3-5-88, 2-6-88 and 1-7-88, he had sent applications to allow him to continue at Mill area Branch of the Bank, but he was not allowed to join his duty. The Regional Manager issued a letter dated 23-7-88 intimating him that he has been treated as voluntary retired from the services of the bank. The applicant had never received any letter of the Regional Manager dated 11-7-88. He had never desired to be retired voluntarily as alleged by the management. He was always willing to work with the Bank, but he was deliberately not allowed to discharge his duty. The said order of the management dated 23-8-88 is perfectly illegal and requires to be quashed. He has been illegally treated as voluntarily retired from service. The termination order amounts to retrenchment and therefore the provisions of Sec-25-F of I.D. Act 1947 shall apply. The management had neither conducted an enquiry against him nor gave any statutory notice prior to termination of his service. He was also not paid any retrenchment compensation. Hence the termination order deserves to be quashed. The workman is entitled to reinstatement with all back wages and other monetary benefits. The case for the management is that on 21-11-87, 23-11-87 and 3-12-87, the applicant filed applications requesting his transfer to Jaipur on personal grounds. He also agreed to forgo Dafrty's special allowance on transfer to Jaipur. The management accepted his request considering the circumstances mentioned in his applications and transferred him from the Mill Area Branch of the Bank to the Station Road Branch, Jaipur on 31-12-87. The applicant never filed an application to the Branch Manager of Mill Area Branch on 1-1-88 requesting to treat his earlier application as cancelled. The applicant never attended the Mill Area Branch on 4-1-88 and requested the Branch Manager to permit him to continue at the post of Dafrty. The Branch Manager never directed the workman to apply for TA advance. The applicant had never filed applications on various dates requesting for the cancelation of his transfer. The workman was relieved on 13-2-88 in nursuance of

transfer order dated 31-12-87 to join at Jaipur. The workman never attended office after 1-1-88. The letter dated 13-2-88 was sent to the workman at his recorded address vide registered AD. This letter was received undelivered as the workman was not available in the said address. As per terms of para-XIV(4) of bipartite settlement dated 17-9-84, the service of the relieving letter addressed to his last recorded address is deemed as good service and therefore the first party was relieved from Indore. After the workman was relieved on 13-2-88, he should have addressed all his applications, if any, to Jaipur branch. The workman remained absent unauthorisely for more than 90 days from 13-2-88. He was given 30 days notice in terms of provisions contained in para XVI of the bipartite settlement dated 17-9-84. The management gave a notice to the workman on 11-4-88 advising him to report to duty within 30 days failing which the consequence will follow as per bipartite settlement. The said notice was also returned un-delivered by the postal department with the remark that the first party was not available at the time of delivery. The workman did not report to his duty within 30 days from the receipt of his notice and therefore he is deemed to be have voluntarily retired from service as per the provisions of XVI of bipartite settlement. The workman was advised to this effect vide letter dated 23-7-88.

4. The management further alleges that the applicants services were never terminated, but under the provisions of relevant settlement he was deemed to have voluntarily retired from the Bank service. He has received all the retirement benefits from the Bank. The workman is not entitled to any benefit under Sec-25-F of the I.D. Act, 1947. The provisions of Sec-25-G of I.D. Act 1947 does not apply to a case of voluntary retirement of an employee. His case is also not covered under the provisions of Sec-2(o)(o) of I.D. Act, 1947. The workman is not entitled to reinstatement with back wages as claimed by him.

5. The following issues arise for decision in this case.

1. Whether the action of the management in treating the workman as being retired voluntarily from service of the Bank vide letter dated 23-7-88 is legal ?

2. Whether the workman is entitled to reinstatement with back wages ?

3. Relief and costs ?

6. Issue No. 1.—Admittedly the workman was employed as Daftry in the Mill Area branch of State Bank of Indore. On 21-11-87, 23-11-87 and 3-12-87, the workman applied for transfer from Indore to Jaipur. On his request the management of State Bank of Indore transferred him from Indore to Jaipur. The workman was directed to join there as per transfer order. In lieu of this transfer order the workman was relieved on 13-2-88. After the relieving order the workman did not join at Jaipur. The workman was directed to present himself at station road Branch of the Bank at Jaipur. But he failed to join his duty till 11-6-88. The workman also did not inform the Bank for reasons of his not joining at Jaipur till 11-6-88. He also did not file any application for leave during the period of his absence from duty. In this way he remained absent from duty unauthorisely.

7. Management witness Shri R. B. Tripathi was posted as branch manager of the Bank at relevant time. The workman was also working as Daftry/peon under him. He states that on his own request he was transferred to Jaipur. He did not join his duty at Jaipur as per transfer order. He also never reported to duty at Mill Area branch office on 1-1-88 and onwards on any day as claimed by him. He remained absent throughout till 11-6-88. He never filed an application for sanctioning the leave. In this way he deliberately absented from duty without any authority. The notice was also sent to the workman as per registered post by his last address given in the office to report the duty but the notice was returned unserved with an endorsement that the workman was not available at the time of delivery of the letter. In view of this fact the Bank rightly presumed that the workman is not desirous to continue any more on the employment of the Bank. As per provisions of para-16 of bipartite settlement dated 17-9-84 the workman was deemed to have been voluntarily retired from the service of the Bank w.e.f. 23-7-88. This witness also states that the workman never filed any application in the Bank expressing his desire not to go on transfer to Jaipur.

8. The workman Yashwant Singh Pandwaru has admitted in his statement that he never joined at Jaipur and used to live in

House No. 316, Colony Nagar, Indore. By this address the Bank had sent a notice as per registered post dated 11-6-88 Exhibit M-6 to join his duty at Jaipur within a period of as addressee was not available.

9. It has been repeatedly stated by the workman that he used to go to the Branch office of the Bank but the Branch Manager did not allow him to join. If the Branch Manager did not allow the workman to join at Jaipur then it was the duty of the workman to approach the competent authority of the Bank personally to acquaint him with the situation. The workman was living at Indore itself and therefore there was no inconvenience in approaching the competent authority for the redressal of his grievances. I fail to understand why the workman did not think it proper to resort to the same. The workman could have easily applied for sanction of leave as per rule in case he was not allowed by the Branch Manager to join his duty. It was incumbent on the workman to go to Jaipur and to join the concerned office as per transfer order. In case of not allowing him to join at Jaipur by the Branch Manager of the Bank the workman should have approached the Regional Manager at Indore to put his grievance in respect thereof. The workman did not think it proper to adopt this course. It appears that the workman had deliberately absented himself from duty without any authority. Had he been interested to continue in the employment of the Bank, he should have actively taken the proper steps to get his grievance redressed by the competent authority. He remained negligent in this respect and absented himself from duty without any reasonable cause. The Bank's notice Exhibit M-6 to join the duty within a period of 30 days was addressed to the workman by his known address available in the office. It shall be presumed that this notice was served on the workman properly. It appears that he deliberately avoided to receive the said notice in view of the facts stated earlier. It becomes amply clear that the workman absented himself from duty for a period of more than 90 days. He was relieved by the Branch Manager of Mill Area Branch of the Bank. The workman also failed to join his duty at Jaipur as per notice Exhibit M-6. In view of this absence the Bank by virtue of clause XVI of the bipartite settlement dated 17-9-84 treated the workman as having voluntarily abandoned his services. This order was also sent to the workman as

per registered post by his address of Indore. The workman admitted to have received this letter of the Bank by which the workman was deemed to have been voluntarily retired from service w.e.f. 23-7-88 Ex. W-12, W-17. This letter was addressed by the same address as previous letters of the Bank were addressed to him. This circumstance also goes to show that the workman has deliberately avoided to receive the notice of the Bank Ex. M-6 by which he was directed to join at Jaipur within the period of 30 days. Taking these facts into consideration, if the bank passed the order of voluntarily retirement as per clause XVI of the bipartite settlement dated 17-9-84, then the Bank cannot be said to have committed any error in passing such orders.

10. In the circumstances of the case, the Bank rightly held that the workman voluntarily retired from the services of the Bank. The requirement of class XVI of the bipartite settlement has been correctly followed by the Bank in this case. An enquiry would have been necessary if the workman had submitted his explanation which was not acceptable to the Bank or contended that he did report to the duty but was not allowed to join by the Bank. The workman was properly served with Bank's notice Ex M-XVI to join his duty within 30 days at Jaipur and even then he did not think it proper to comply with the same. It clearly goes to show that he was not interested in continuing his job held by him. In view of this fact, the Bank was absolutely justified in treating the workman as voluntarily retired from service. No prejudice or injustice has been caused to the workman. Issue No. 1 is answered accordingly.

11. Issue No. 2.—In view of the foregoing reasons, it is held that the State Bank of Indore had rightly held the workman as voluntarily retired from service as per provisions of class XVI of bipartite settlement dated 17-9-84. This order does not suffer from any illegality. The workman is not entitled to any relief as claimed by him. The reference is accordingly answered against the workman and in favour of the management.

K. M. RAI, Presiding Officer

नई दिल्ली, ११ मई, २००१

का. सा. १३०५.—औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा १७ के अन्तर्गत : केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई के पत्राट को प्रकाशित करती है, जो, केन्द्रीय सरकार को २५-०४-२००० को प्राप्त हुआ था।

[स. एन-३१०१२/१३/९८-आई आर (एम)]

बी०एम० डेविड, अवर सचिव

New Delhi the 11th May, 2001

S.O. 1305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the Mumbai Port Trust and their workman which was received by the Central Government on the 25-4-2000.

[No. L-31012/13/98/IR(M)]

B. M. DAVID, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

#### PRESENT :

Shri S. B. Panse Presiding Officer,  
Reference No. CGIT-2/150 of 1998

Employers in relation to the management of  
Mumbai Port Trust.

The Chairman,  
Mumbai-38.

#### AND

Their Workmen,  
Shri Ramkrishna Sivram Dadekar  
Saikripa Bldg., D. Wing, 3rd Floor,  
Room No. 72, Umaikhandi Road,  
Mumbai-9.

#### APPEARANCES

For the Employer.—Mr. Umesh Nabar Advocate.

For the Workmen.—Mr. Jaiprakash Sawant Advocate.

Mumbai, dated 30th March, 2000

#### AWARD PART-II

Now the issues that remained for my consideration and my findings there on are as follows :—

Issues

Findings

3. Whether the action of the management of MBPT in dismissing the workman

No.

Gadkar from his service is justified?

4. If not, to what relief the workman is entitled to?

As per order below.

### REASONS

2. Ramkrishna Shivram Gadekar (in short workman) was in continuous employment of Mumbai Port Trust (in short the employer) in its Chief Mechanical Engineers Department in the capacity of Motor guard driver. He was served with a charge-sheet dated 27th February, 1985. It reads as follows :—

"That Shri Ramkrishna Shivram Gadekar, Motor Car/Lorry/Jeep Driver. T. No. 536, BPT Workshops, CME's Department was temporarily working in the Electrical Establishment Southern Division from 18-5-1987. On 8-7-1987, when he was posted from duty in the day shift and was detailed for overtime on vehicle (jeep) No. BLB 4505 of the E.E.S.D. in the evening at about 7.30 p.m. he took another vehicle, viz. a Metador No. MAS 8537 belonging to the same section, to Container Yard at the junction of 12 Victoria Dock and ONGC without the orders of his superiors or of the employees who were supposed to use the vehicle for official purposes. He took the vehicle to the said place on his own accord, without even informing anybody. The vehicle so taken was parked near the container yard.

At this place on the same day at about 7.45 p.m. the police foiled an attempt of theft by some miscreants who had opened a container No. CATU 256749(4) and were trying to remove bales of raw silk. The police arrived on the scene and on seeing this, Shri Gadekar drove away his vehicle No. MAS 8537 with two persons jumping into it, one of them being known to the police as a dock thief.

Shri Ramkrishna Shivram Gadekar were subsequently arrested by the police on 9-7-1987 on the charge of being an accomplice in the attempted theft case in the dock on 8-7-1987. The vehicle Metador No. MAS 8537 was also impounded by the Yellow Gate Police Station in the above case. The vehicle was subsequently released on furnishing an Indemnity Bond for Rs. 1,00,000 by the administration.

From the above it is clear that Shri Ramkrishna Shivram Gadekar, Motor Car/Lorry/Jeep Driver T. No. 536m B.P.T. workshops has committed the misconduct punishable under Regulation Nos. 22(2) (b)(c) and (g) of the Bombay Port Trust Rules and Regulations for Non-Scheduled Staff which reads as under :—

(?) An employee may be suspended, demoted and/or reduced in grade, removed/dismissed, without notice or any compensation in lieu of notice for any of the following acts or omissions :—

(b) Abetting, conniving at or attempting or committing of theft, fraud or dishonesty in connecting with port Trust work or property;

(c) Causing loss of or damage to Port Trust property or property in the custody or lying in the premises of the Port Trust.

(d) Habitual breach of any law or procedure applicable to the establishment.

He has also failed to maintain absolute integrity and devotion to duty. He has thus committed the misconduct under Regulation No. 3(1) of the B.P.T. Employees (Conduct) Regulation 1976 which reads as under :—

"Regulation No. 3(1)—Every employee shall at all time, maintain absolute integrity and devotion to duty."

And he has thus rendered himself liable to be proceeded against departmentally under Regulation 8 and 12 of the B.P.T. Employees' (Classification, Control and Appeal) Regulations, 1976."

3. By Part-I Award dated 2-11-99, the Tribunal came to the conclusion that :

"The domestic inquiry which was conducted against the workman was as per the Principles of Natural Justice in respect of the charges under Regulations 22(2) (b) and (c) and not under Regulation-3(i).

The findings of the inquiry officer in respect of misconduct punishable under Regulation 22(2) (b) and (c) of the BPT Rules and Regulations from non-schedule staff are not perverse, but they are perverse on respect of Regulation 3(i) of the BPT Employees Conduct Regulations, 1976.

4. Ramesh Gadekar (Ex.-26) affirmed that, that his appeal and his review petitions were not properly considered by the authorities. He also contended that the procedure contemplated under the Mumbai Port Trust Employees (Classification, Control and Appeal) Regulations 1976 were not followed. Infact what is affirmed by him relates to Issues Nos. 1 and 2. Now that part of his affidavit cannot be considered at all.

5. Gadekar affirmed that, he did not cause any loss to the management and had become a victim of the circumstances. He had suffered lot on account of dismissal and the punishment which is awarded to him is very huge and disproportionate to the alleged misconduct. There are no adverse remarks against him and his service record is unblemished. He accepts the position that when the action was taken by the Disciplinary Authority the Metropolitan Magistrates Judgments was not before it, but, he produced that Judgment alongwith his appeal.

6. The Additional Chief Metropolitan Magistrate in his Judgment dated 12-9-1997, in paragraph-8.1 observed that prima facie the evidence goes to show that all the accused had common intention of commission of offence and by their presence and by their

various acts it seems that they abetted each other to the commission of theft.

7. The Learned Metropolitan Magistrate after considering the evidence on record at the end of the Judgment in paragraph-15 had observed that the prosecution had failed to establish beyond reasonable doubt that Accused Nos. 3 and 4 have no hand in the alleged incident. They must get benefit of doubt and in the result he acquitted them. The workman got acquittal on the ground of benefit of doubt.

8. The Tribunal by Part-I Award have come to the conclusions that the workman is guilty of Regulations Nos. 22 (2)(b) and (c) of the Bombay Port Trust Rules and Regulations for non-schedule staff, the Clauses (b) (c) are material. They reads as follows :—

(b) Abetting, conniving at or attempting or committing of theft, fraud or dishonesty in connection with Port Trust work or property;

(c) causing loss of or damage to Port Trust property or property in the custody or lying in the premises of the port trust.

9. The Additional Metropolitan Magistrate had come to the conclusion that there was abetment for committing theft by the accused which includes the workman.

10. From the evidence it reveals that the vehicle of the port trust bearing RTO registration No. MAS 8537 was impounded by the Yellow Gate Police Inspector in the Police case and the vehicle was subsequently released on furnishing an indemnity bond of Rs. 1 lakh by the administration. There was loss to the Port Trust property.

11. The workman was dismissed from the service by the order dated 16th July, 1991. Looking to the charges proved which I have stated above I find that the dismissal from the service is very serious punishment. The part of the punishment is to be modified. While reinstating in service he will not be entitled to any monetary reliefs from the date of the dismissal till his reinstatement. It can be seen that this period is about ten years and the money lost will be sufficient for teaching him a lesson that he should not indulge in such activities again. In the result I record my findings on the issues accordingly and pass the following order :—

#### ORDER

The action of the management of Mumbai Port Trust in dismissing the workman Shri Ramkrishna Shivram Gadekar from the service is not justified.

The management is directed to reinstate him in service in continuity.

The workman is not entitled to any monetary reliefs from the date of dismissal till his reinstatement.

Dated : 30-3-2000.

S. B. PANSE, Presiding Officer

नई दिल्ली, 23 मई, 2001

का. अ. 1306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निंदित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2001 को प्राप्त हुआ था।

[सं. एल-30012/24/2000-आई आर (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 23rd May, 2001

S.O. 1306.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. and their workman, which was received by the Central Government on 22-5-2001.

[No. L-30012/24/2000 IR(M)]

B. M. DAVID, Under Secy

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Wednesday, the 9th May, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 57/2000

(In the matter of the dispute for adjudication under section 10(1)(d) and sub-section 2(A) of the Industrial Disputes Act, 1947 between the Workman Sri P. M. Balasubramanian and the Management of ONGC, Chennai.)

#### BETWEEN

Shri P. M. Balasubramanian,  
S/o Marimuthu.

.... Workman/I Party

#### AND

The Regional Director,  
Cauvery Project, ONGC,  
Chennai.

2. The Deputy General Manager (P & A),  
ONGC Ltd., Niravi,  
Karaikal.

.... Management/II Party

APPEARANCE :

For the Workman : M/s. R. Srinivas, Marthili  
Srinivas N. Sathish Babu, Advocates.  
For the Management : Sri P. Arulmudi, Adv.

## REFERENCE :

Order No. L-30012/24/2000-IR(M) dt. 18-8-2000, Government of India, Ministry of Labour, New Delhi.

This dispute on coming up before me for final hearing on 26-4-2001, upon perusing the reference, Claim Statement, Counter Statement, oral documentary evidence let in on either side and other material papers on record and upon hearing the arguments of the counsel on either side and this dispute having stood over till this date for consideration, this Tribunal passed the following :—

## AWARD

This reference by the Central Government in exercise of the powers conferred by Clause (d) of sub-section (1) and sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947, in respect of dispute between Sri P. M. Balasubramanian, Workman and the Regional Director, Cauvery Project, ONGC, Chennai, Management, mentioned as Schedule appended to the order of reference.

The Schedule reads as follows :—

“Whether the termination of Sri P. M. Balasubramanian by ONGC, Neravy, Karaikal from employment is legal and justified? If not, to what relief is he entitled?”

2. On receipt of this order of reference as an industrial dispute for adjudication by the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 57/2000. Notices were ordered to both the parties to appear before this Tribunal and to file their respective claim with documents. On receipt of notices, both the parties appeared through their counsel and filed their respective Claim Statement and Counter Statement with copies of documents in support of their stand. When the matter was taken up for enquiry, one witness, the workman himself has examined as WW1 and 7 documents were marked as Ex. W1 to W7. From the side of the Management, one witness has been examined as MW1 and 4 documents were marked as M1 to M4. After the evidence on either side was concluded, the arguments advanced by the learned counsel on either side were heard.

3. The facts of this industrial dispute are briefly as follows :—

The I Party/Workman (hereinafter referred to as Petitioner) Shri P. M. Balasubramanian was employed as term based security supervisor on daily wages basis by the Respondent/Management. He was employed by the Respondent in the Niravy Complex from 1-11-88 to 7-12-95. The Petitioner was served with show cause notice dated 16-10-95 by the Respondent/Management stating that his character and his antecedents were verified by the district police authorities and it was reported by them that he is not suitable for Government service and he was called upon to submit his explanation within ten days of the receipt of that notice, failing which he would be removed from service of ONGC without any further notice. The Petitioner submitted his explanation to the Management on 13-11-95 denying the allegations

against him. The 2nd Respondent passed an order dated 13-12-95, refusing to accept the explanation and terminated the services of the Petitioner with effect from 7-12-95. The Petitioner was offered compensation and notice pay. The Petitioner had accepted the same without prejudice to his legal rights. When the Petitioner was working as Assistant in the Shop, Amutham Angadi at Ahnaivadapathi under the Tamil Nadu Civil Supplies Corporation, Thiruvavur. There was a theft of rice and sugar on 4-12-1988 and this was reported to the Sub-Inspector, Koradacheri, who in turn filed a case No. 156/83 under section 457 and 380 of IPC. The charge sheet in that case was made and the Petitioner was relieved from that shop. The Petitioner was acquitted from the criminal case No. 1857/89 dated 27-11-1996 by the Judicial Magistrate, Tiruvavur. When the case was registered in the year 1982. The Petitioner was selected by the 1st Respondent as term based security supervisor in 1988. At that time, the Petitioner had not concealed any material fact. The Petitioner had not suppressed any material facts to enter into public service. Various representation given by the Petitioner to the office of the 2nd Respondent yield no result. Then he filed a Writ Petition No. 12972/99 before the High Court of Madras, seeking for a direction to the Respondent to consider his representation dated 9-7-99. But the High Court permitted him to seek his remedies under Labour Enactments and allowed the Petitioner to withdraw the Writ Petition to seek appropriate relief. Later the Petitioner raised an industrial dispute before the Asstt. Labour Commissioner, Central II, Chennai, but the conciliation attempt by the authority ended in a failure. On the basis of the failure report, the Govt. has referred this matter as an industrial dispute for adjudication to this Tribunal.

4. It is further alleged in the Petitioner's Claim Statement that the impugned order is contrary to the statutory orders of the Respondent, since the Respondent have not conducted any enquiry, as required under law. The Respondent is an industrial establishment and as per the provisions of Industrial Disputes Act, the Respondent have not complied with the mandatory conditions prescribed under section 25N of the I.D. Act. The Respondent cannot punish the Petitioner for his past conduct and the Petitioner has not suppressed any material fact at the time of recruitment. Inasmuch as the Petitioner had been acquitted in the ground case no stigma can be attached for his conduct. The Petitioner had put in seven years of unblemished record of service and the punishment of removal is grossly disproportionate to the gravity of the alleged misconduct. Hence, this Hon'ble Tribunal may be pleased to pass an award holding the termination order of Petitioner's service dt. 13-12-95 is unlawful and illegal and consequently direct the Respondent to reinstate the Petitioner in service with full wages and continuity of service and all other attendant benefits.

5. It is further alleged in the Counter Statement that the Petitioner had deliberately and with ulterior motives suppressed and concealed the substantial and material particulars about the criminal case pending against him before the Criminal Court at Tiruvavur. The Petitioner was given an attestation form to furnish about his past records particularly about any

criminal case, any arrest, any conviction, any detention etc. in order that the Respondent would weigh his integrity and character for employing him in their Corporation as a security personnel in the Security Department. The Petitioner's records very clearly shows that he lacks the same which he requires as one of the security personnel to the Respondent Corporation. The Respondent Corporation shockingly knows about all the material particulars of the Petitioner only through verification report received from the Police authorities. After thoroughly going through and ascertaining bad antecedent of the Petitioner, particularly about his criminal case regarding theft of rice and sugar of Tamil Nadu Civil Supplies Corporation at Tiruvarur, while he was working there, the Respondent lost confidence on him as a security supervisor. The Petitioner has been given reasonable opportunity to show cause as to why he should not be terminated from service by the Respondent for his suppression and concealment of material particulars deliberately and want only, when he was offered employment in the Respondent Corporation. He was directed to furnish about the criminal case, if any. The Petitioner, in fact, had not utilised the opportunity offered to him and therefore, the Respondent have no other option but to terminate him from the services of the Respondent Corporation, as committing theft of property of previous employer of the Petitioner is a very serious one, especially the said offence was committed by a person who had been employed by the Respondent Corporation as a security personnel. Non-employment of the petitioner is justified and in fact, the same is his own making. As a matter of fact, the Petitioner deserves no sympathy or mercy taking into consideration the material facts and peculiar circumstances of the case. Hence, this Hon'ble Tribunal may be pleased to dismiss the industrial dispute as the same is devoid of merits.

6. When the matter was taken up for enquiry, the Petitioner/Workman had examined himself as witness WW1 and 7 documents were marked on his side as Ex. W1 to W7. On the side of the Management, Personnel and Administrative Officer, ONGC has been examined as MW1 and exhibits M1 to M4 were marked. On conclusion of evidence on either side, the counsel on either side have advanced their respective arguments.

7. The point for my consideration is: whether the termination of Sri P. M. Balasubramanian by the ONGC, Neravy, Karaikal from employment is legal and justified? If not, to what relief is he entitled?

Point:—It is submitted that the Petitioner Sri. P. M. Balasubramanian was employed by the Respondent Management as a term based security supervisor in the Neravy complex, Karaikal from 1-11-88. The show cause notice dated 16-10-95 was issued to the Petitioner/Workman by the Respondent Management, whereby the Petitioner was called upon to submit his explanation as to why he will not be removed from service without any further notice. On the basis of the report furnished by the District Police authorities about the character and antecedence of the Petitioner to the Respondent Management, a xerox copy of the show cause notice dated 16-10-95 is Ex. W1. The District Superintendent of Police, in reply to the letter dated 3-1-94 by the Respondent Management to verify the character and antecedence

of this Petitioner addressed to them, has submitted his enquiry report dated 26-4-1995. A xerox copy of the same is Ex. W2. In that letter the District Police authority has stated that enquiries were made on Sri. P. M. Balasubramanian, S/o. Marimuthu, Mukundanai, Ammayappan, Nagur Dist., and the enquiry reveals that there are adverse remarks against the candidate in police records and his identity has been established and he is not suitable for Govt. service. Along with that letter, an attestation form has been made as an enclosure. It is admitted by the Petitioner as WW1 that, under Ex. W1, show cause notice, he was called upon to submit his explanation on the verification report submitted by the District Police authorities about his antecedence. He gave his explanation dated 13-11-95, but he has not chosen to exhibit the same as a document on his side. In the show cause notice, Ex. W1, the Petitioner was called upon to submit his explanation within ten days of the receipt of that letter. But from the evidence of MW1, it is seen that the Petitioner has submitted his reply to the show-cause notice belatedly only on 13-11-95. Not satisfying with the explanation given by the Petitioner for the show cause notice, the Management issued an order of termination dated 13-12-1995, a xerox copy of the same is Ex. W4. In that termination order issued by the Deputy General Manager (P&A), it is stated that as the Petitioner is holding a very responsible assignment involving safety and security of the various drill sites, installations and project office and also secrecy of information and vital documents of the organisation and whereas, the character and antecedence of the Petitioner was verified by the concerned District authorities and it has been reported by them that the Petitioner, term based security supervisor is not suitable for Govt. service and whereas, the Petitioner's explanation to the show cause notice received by the office on 13-11-95, after the due date and his reply was duly considered by the competent authority and was found not satisfactory. The Petitioner was terminated from service with effect from 7-12-1995 and with that letter a cheque for a sum of Rs. 10,653 was enclosed as an amount of compensation in lieu of one month's notice and it is also mentioned therein that any other payment due to him will be made subsequently. It is his admission in the cross examination that he was working as term based security staff on contingency basis and prior to that he worked as Tamil Nadu Police as constable for three years and then he joined the services of Stock Assistant in Tamil Nadu Civil Supplies Corporation and worked there for four months and as there was a theft in the shop, a criminal case was instituted and because of that he was stopped from service. It is his further evidence that the criminal case ended in acquittal and a judgement copy in the criminal is Ex. W3. It is the contention of the Respondent Management in their Counter Statement that the Petitioner was given an attestation form to furnish about his past record particularly about any criminal case, any arrest, any conviction, any detention etc. in order to weigh his integrity and character for employing him in the Respondent's corporation as a security personnel in the security department. But the Petitioner had deliberately and with ulterior motive suppressed and concealed the substantial and material particulars about the criminal case against him, pending before the Criminal Court at Tiruvarur in then Thanjavur district and the Respondent corporation shockingly knows about all these

material particulars only through verification received from the police authorities. When a question was put to the petitioner in the cross examination by the Respondent's counsel by showing him the original attestation form, which contains his photograph, the petitioner has replied that he had not submitted that attestation form to the Respondent/Management and it is incorrect to state that he only ticked up the columns in the attestation form. The Management witness one Mr. Padasaratny, Personnel & Administrative Officer ONOC, Karaikal, who gave evidence on the basis of records available with the Management has deposed that the original attestation form submitted by the petitioner on 1. Mr. Balasubramanian is Ex. M1 and in that form at page No. 4 in item No. 12, he has given answer as 'No' for all the queries and when they asked to report about the antecedence of the petitioner, the Police department enquired about the petitioner and sent a report dated 20-1-95 and the xerox copy of the same is Ex. W2. In the cross examination, the petitioner as WW1 has stated that the signature subscribed at page No. 4 of the attestation form in the column 'signature of the candidate' is not his signature. It is his evidence that he put his signature in the criminal case proceedings as 'M. Balasubramanian' and he signed so, till the disposal of the criminal case. In Ex. M1 attestation form at Page No. 4 in the column 'signature of the candidate', the signature in English is available as 'M. Balasubramanian', when this signature is put to this witness, WW1, the petitioner herein, he deposed that it is not his signature. It was dated 26-10-1993. The learned counsel for the Respondent while cross examining this WW1 has shown a leave letter dated 21-8-1993 to the Petitioner and asked about the leave letter and signature contained therein. The Petitioner had admitted that it is a leave letter dated 21-8-93, he has given for one day's leave he applied and the signature in English as 'Balasubramanian' in that leave letter with date 21-8-93 is his signature. When a suggestion was put to him during the cross examination by the counsel for the Respondent that the signature in the attestation form and his admitted signature in the leave letter MEX are one and the same, he denied the suggestion as incorrect. The learned counsel has brought to the notice of this Petitioner about his signature available in his vakalat, Claim Statement and the leave letter MEX and has stated that except the initial 'P' his signature in all these documents are similar to the signature in the attestation form. The Petitioner has denied that suggestion also. While examining MW1, the Respondent/Management has marked leave letters given by the Petitioner Balasubramanian seeking leave for certain days. Xerox copies of these leave letters are Ex. M2 and M4 series (7). In all these documents, he has signed as 'M. Balasubramanian' and below that he has mentioned as 'P. M. Balasubramanian'. All these signatures resemble that of signature available in the attestation form Ex. M1. So for the reasons best known to the Petitioner he has denied his signature under Ex. M1 attestation form. He has also filed one I.A. 29/2000, a petition seeking direction from this Court to the Respondent to produce original documents and along with that petition, the Petitioner has filed an affidavit. In that affidavit, this Petitioner has put his signature as 'M. Balasubramanian'. Those signature also resemble the signature available in Ex. M1 as 'M. Balasubramanian'. In the deposition

form for his evidence recorded as WW1 in the Court, he has signed as P. M. Balasubramanian. That shows, this petitioner is not in the habit of signing always with one initial to his name. But sometimes he signed as M. Balasubramanian and some other times, he used to sign as P. M. Balasubramanian. But all these admitted signatures of this petitioner with that disputed signature, available in Ex. M1 shows that the signature M. Balasubramanian in Ex. M1 attestation form is a signature of the petitioner alone and he only has signed it. For the reasons best known to him, he has deposed here in the Court as WW1 that the original attestation form contains his photograph was not submitted by him and he has not ticked up the columns in the attestation form. But he has fairly admitted that the photograph contains in the original attestation form is his photograph. So it goes without saying that this attestation form Ex. M1 was submitted to the Respondent/Management by the petitioner himself by subscribing the particulars therein. But the petitioner has alleged in his Claim Statement that he had not suppressed or concealed any material facts, when he was selected by the 1st Respondent as term based security supervisor. He has alleged in his Claim Statement that the case against him was totally false, he had very good chance of acquittal and it is not a case of material suppression or any facts to enter into public service. However, the Respondent has filed their Counter Statement alleging that the Petitioner was given attestation form to furnish about his past record particularly about any criminal case to weigh his integrity and character for employing him in the corporation as a security personnel in the security department and the Petitioner has deliberately and with ulterior motives suppressed and concealed the material particulars about the criminal case. The Petitioner has not chosen to file any reply statement denying the allegations stating that he has not submitted any attestation form as mentioned in the Counter Statement and thereby furnishing any particulars about his previous conduct. In Ex. M1, Attestation Form in column No. 12(1) particulars about his previous involvement in cases particularly criminal cases have been asked and they wanted to give particulars of such cases. In all these things, he has answered as 'nil'. But as per the report Ex. W2 and W3 judgement, it is seen that he has involved in a criminal case, that too a theft case when he was working as Stock Assistant in Tamil Nadu Civil Supplies Corporation. Further, he has also not stated about his previous employment as constable in Tamil Nadu Police and he has given a reason as to why he resigned his job as constable that his parents became ill. From all these things, it is seen that the Petitioner has suppressed the material facts about the antecedence, which was brought to light by an enquiry conducted by the Police authorities of the District and submitted a report under Ex. W2. The allegation in the Counter Statement that the Respondent wanted to employ a person as security personnel in the security department with integrity and character and the Petitioner's records very clearly show that he lacks the same, cannot be considered as incorrect one. Only on the basis of character and antecedence of the Petitioner found to be adverse on enquiries made by the District Police Authorities Ex. W2 a report was given by the Police authorities to the Management. on their request, a memo under Ex. W1 was given by the Management to the Petitioner

stating that his character and antecedence was verified by the concerned district authorities and it has been reported by them that the Petitioner (terms based security supervisor) is not suitable for Govt. service. For this a show cause notice was given to the Petitioner and he has given a reply to the Management that what it has been mentioned in the Police report is incorrect. In the reply he has given to the show-cause notice, which is in file as unmarked document, he has questioned that on what basis the District authorities informed that he is unfit for Govt. service. Further he has stated that from 1-11-1988 till to-day, he has not involved in criminal or civil case and no case is pending during the period. Admittedly from 1-11-88 he is there in the service of the Respondent|Management and Ex. W2 report refers only to his character and antecedence. There is sufficient records available to show that he had involved in criminal case and that criminal case ended in his favour only subsequent to the termination order given to the Petitioner under Ex. W4. The contention of the Petitioner that the case ended in acquittal on 9-1-97 cannot have a bearing on termination order dated 13-12-95. The said order of termination is based on the fact that the Petitioner had concealed the material facts to get an employment, so as correctly put forth by the learned counsel for the Respondent, that his conviction or acquittal was not a basis for order dated 31-12-1995. The ONGC is an organisation where all production and other allied activities are carried out in the complex involves high security. The Petitioner, by his own conduct, by suppressing the material facts, disqualified himself, to be a security personnel, when he was employed as a term based security supervisor, as correctly put forth by the learned counsel for the Respondent. So under such circumstances, it cannot be said that there is any victimisation on the part of the Respondent|Management, but only on the basis of the past records and conduct of the Petitioner which weighed against him and the Management has passed an order terminating the service of the Petitioner. So under such circumstances, it can be said that the non-employment of the Petitioner is justified and it cannot be said that it is illegal. Thus, I answer the point accordingly.

8. In the result, an award is passed holding that the action of the Management, ONGC, Neravy, Karaiikal by the termination of Sri P. M. Balasubramanian from the employment is legal and justified and the concerned workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed by him and corrected & pronounced by me in the open court on this day, the 9th May, 2001).

K. KARTHIKEYAN, Presiding Officer

Witness Examined:

For I Party|Workman:

W.W.1—Shri P. M. Balasubramanian.

For II Party|Management:

M.W.1—Shri V. Partnasarathy.

Documents Marked:

For I Party|Workman:

Ex. No.	Date	Description
W1	16-10-95	Xerox copy of Show Cause Notice.
W2	26-07-95	Xerox copy of S. P. Report to ONGC regarding the Petitioner's character.
W3	27-11-96	Original copy of Judgement in CC No. 1857/89.
W4	13-12-95	Xerox copy of Termination Order.
W5	09-01-97	Xerox copy of Petitioner's representation on with enclosures to the Management.
W6	02-06-99	Xerox copy of Petitioner's representation with enclosures to the management.
W7	06-09-99	Xerox copy of Order in WP no. 12972/99.

For II Party|Management:

Ex. No.	Date	Description
M1	26-10-93	Original Attestation Form of Shri P. M. Balasubramanian.
M2	05-06-92	Xerox copy of the representation from Shri P. M. Balasubramanian.
M3	24-10-94	Copy of the memorandum from the Security Officer.
M4	Series	Management Exhibits:
M4	„ (1)—01-11-93	Letter from the petitioner to the Management.
M4	„ (2)—11-11-93	—do—
M4	„ (3)—04-11-93	—do—
M4	„ (4)—10-10-94	—do—
M4	„ (5)—21-10-94	—do—
M4	Series (6)—29-04-95	Letter from the Petitioner to the Management.
M4	Series (7)—31-05-95	Letter from the Petitioner to the Management.

नई दिल्ली, 15 मई, 2001

का. घा. 1307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इस्टर्न नेवल कमांड के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण विशाखापत्तनम के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2001 को प्राप्त हुआ था।

[सं. एल-14025/5/2001—आई आर (जी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 15th May, 2001

S.O. 1307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal|Labour Court, Visakhapatnam

as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eastern Naval Command and their workman, which was received by the Central Government on 15-5-2001.

[No. L-14025/5/2001-IR(DU)]

KULDIP RAI VERMA, Desk Officer  
ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT, VISAKHAPATNAM

PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L.,  
Chairman & Presiding Officer.

Dated : 19th day of March, 2001

I.T.I.D. No. (C) 21/99

Petition filed under section 2A(2) of the I.D. Act  
BETWEEN

Ravada Trinadha Rao,  
D. No. 42-2-12, Ganganna Nagar,  
Kancharapalem, Visakhapatnam-8. .. Workman.  
AND

(1) The Chief Staff Officer (P&A),  
Eastern Naval Command,  
Naval Base, Visakhapatnam.  
(2) The Commanding Officer,  
Eastern Naval Command,  
INS Circars, Naval Base,  
Visakhapatnam. .. Management.

This dispute coming on for final hearing before me in the presence of Sri B. V. Rao, authorised representative for workman and the Government Pleader for management. Upon hearing the arguments of both sides and on perusing the entire material on record, the Court passed the following :

#### AWARD

(1) This is an application filed under Sec. 2A(2) of the Industrial Disputes Act, 1947 r/w 12-A of the A.P.I.D. Rules.

(2) The case of the petitioner is that he was appointed as an Auto Driver in the 2nd respondent INS Circars. He was appointed on 5-10-88 through a letter of appointment. He worked continuously without any break of service upto 27th April, 1996. He was abruptly removed from service without assigning any reasons. He used to enjoy benefits weekly day off and statutory bonus. His duties are to carry Naval Officers from their Hostels to various areas and vice-versa, besides carrying material etc. belonging to the Naval Officers. Thus, his duties continuous and perennial in nature. The respondent employed several auto drivers like him both seniors and juniors and subsequently all of them absorbed into regular pay scales. One U. Appalaraju and K. Panduranga Rao, who are juniors to the petitioner have been regularised. In spite of repeated requests made by the petitioner, his services were not regularised. Hence this application.

(3) The case of the management is that they also engaged the petitioner to drive an auto purchased out of the non-public funds, from October, 1988 to April, 1996 purely on temporary basis also paid honorarium out of the non-public funds. However, in 1996 the requirement of auto ceased to exist and therefore, the said individual was informed about this and further engagement was discontinued. The auto was auctioned and was purchased by the petitioner who was one of the bidder and the petitioner was specifically engaged for Russian Personnel who were here for specific commitment which was over in 1996. Hence the services of the petitioner were dismissed. It is false to allege that the petitioner was appointed as Auto Driver after due process of selection. The auto was procured from Non-public funds for the purpose only and the driver was also engaged out of the non-public funds and when the requirement ceased to exist during April, 1995 the petitioner was informed the said fact. It is further pleaded that no driver who was engaged out of non-public funds, have ever been absorbed into regular cadre, as no such provision or rules exists. It is false to allege that many drivers, both seniors and juniors have been absorbed in regular vacancies and one U. Appala Raju and K. Pandurangarao have been appointed through Civil Employment Exchange by the competent authority through proper selection process. The specific requirement of the auto was over in the year 1996 and hence the petitioner driver was informed that his services are not required. The petitioner was engaged on temporary basis and his wages are being paid from non-public funds account generated from by the sales of commodities to Russians. The profit accumulated will be utilised for maintenance. The officer-in-charge of non-public fund account will be nominated by the Commanding Officer, INS Circars for smooth running of account. The public fund organisation is not an industry within the meaning of Industrial Disputes Act and the petitioners not a workman at all. The petitioner is neither sponsored from employment exchange nor appointed in any regular vacancy, as such the petitioner can not claim even temporary restoration. Hence the petition is liable to be dismissed.

(4) On behalf of the workman two witnesses are examined and Exs. W1 to W3 are marked. On behalf of the management MWs 1 to 3 are examined and Exs. M1 to M8 are marked.

(5) Heard both sides.

(6) The points that arise for consideration in this case are :

- (1) Whether the petitioner is entitled for reinstatement with back wages as prayed for ?
- (2) Whether the retrenchment of the petitioner is not in accordance with Section 25F of the I.D. Act ?

(3) To what relief the workman is entitled to ?

(7) The undisputed facts in this case are that the petitioner was appointed as Auto Driver from non-public fund in the month of October, 1988 in the Russians Hostel Maintained by the respondents.

While so, it is the case of the management that they are used to be one automan for the Russians who used to stay in the Naval Hostel. However, the requirement of the auto ceased to exist, the petitioner was disengaged and the services were discontinued and later the auto was sold to the petitioner. The management also filed Ex. M1 dated 4-11-86 issued by the Chief Staff Officer (P&A) to the Commanding Officer, INS Circars which shows the non-public fund accounts is to be jointly operated by CO, INS Circars and Staff Officer, (Soviet Establishment). Ex. M2 is the undertaking certificate given by the petitioner for the repairs etc. to the auto. Ex. M3 is the no due certificate given by the workman. Ex. M4 is the form 29 of notice of transfer of ownership of vehicle No. ADH 8938 in the year 1996 to the petitioner. Ex. M5 is also the transfer form of the auto to the petitioner. Ex. M6 is extract of one page in cash book showing the petitioner was paid Rs. 1162 towards the salary for the month of July, 1994. Ex. M7 is the payment voucher of the workman with regard to the purchase of auto bearing No. ADH 8936 at the cost of Rs. 8,000. Ex. W1 is entry pass of the workman. Ex. W2 is the no objection certificate issued by Sub-Lieutenant (SDCA), Officer-in-Charge with regard to the sale of the Auto No. 8936 to the petitioner at the price of Rs. 8000 and Ex. W3 is the driving licence of the workman.

(8) Thus, the material and the evidence of these facts are not very much in dispute. The only thing is that because the services of the petitioner are not required and as such, he was disengaged in April, 1996 by the respondent. While so, it is the case of the workman that some of the juniors and seniors who are similarly situated with that of the petitioner are absorbed and the petitioner was not absorbed and his services were terminated without issuing any notice or paying any retrenchment compensation, even though he served continuously for more than 5 years.

(9) The learned counsel appearing for the management contends that the petitioner is not sponsored by the employment exchange nor he was appointed in any regular post and that there is no Auto Drivers post so as to continue the petitioner in service and the services of the petitioner are no longer required. The management examined MW1 Dr. Naval Hostel who deposed that he was entrusted with the Naval Hostel up keep fund and the fund which is entrusted to him is non-public fund and the same is provided to them and the corresponding accounts maintained by him will be internally audited and there will not be any public auditing. There are 13 employees working in the hostel and they are all Government Employees and they are also having 2 civilian bearers working in the hostel on part time basis as well as requirement basis, whenever they require the extra services they used to engage some part time employees and he has to obtain prior permission from commanding officer and such a rule is there enabling or authorising him to do so and their wages also paid from the non-public fund and the hostel premises belongs to Government and it is being maintained by Military engineering services. He also deposed in the cross-examination that the Navy Hostel is under the Administrative control of the commanding officers of INS Circar and the petitioner was appointed as an

auto driver by the officer in charge from non-public fund and he is giving this information after verifying the non-public fund cash account. He admitted that he is not producing any material to show that auto was purchased with the funds of Navy Wife's Association Fund. He also admitted that the accounts are maintained by the officers of the Navy by themselves.

(10) The Administrative Office-II Eastern Naval Command is examined as MW2, who deposed that the Eastern Naval Command has nothing to do with the Naval Wife's Welfare Association. The Naval Wife's Welfare Association Fund is being contributed by members of the association and this has no relevance to the Eastern Naval Command. Ex. M8 is the authorisation letter to represent the Chief Administrative Officer, Senior Staff Officer (CP) and he is not representing the Naval Wife's Welfare Association. He denied a suggestion put to him that Eastern Naval Command is maintaining the funds of the Naval Wife's Association. He deposed that he does not know whether INS Circar is maintaining the funds of the Naval Wife's Welfare Association, Visakhapatnam. He also stated that he does not know as to how many employees are there in that association and who is maintaining the non-public fund of the association, Eastern Naval Command. Thus, the evidence of these witnesses show that the petitioner was appointed as an auto driver maintained by the hostel may be for the transportation of the Russian personnel.

(11) It is the case of the management that no appointment order was given to the petitioner whereas the case of the workman in his claim statement that he was appointed through an appointment letter but he did not file the written appointment order. Whatever it may be, there is no written appointment order. In the absence of which whatever version given by the workman that he was appointed as an auto driver and there is no contra material to show that the petitioner was appointed particularly for a specific purpose and for a particular period. In the absence of which the appointment of this petitioner cannot be said that it is a co-terminus with that of the requirement by the management nor in any specific period and it cannot also be accepted that the appointment of the petitioner was only on need basis and as and when required.

(12) Further, it is also the evidence of MW3 a bearer in Naval Hostel that in the year 1996 the services of auto lifted prior to that some of the Russians used to stay in the hostel and further the hostel is running 2 autos and the petitioner worked as auto driver for 5 to 6 years and auto was sold to the petitioner, later the services of the petitioner was terminated. In the cross-examination he stated that his services were regularised. He also belongs to the petitioner's union. The people who have worked in the year 1991 in the hostel were regularised and one U. Appala Raju and B. Raja Reddy are also bus drivers and their services are regularised as per the orders of the Central Administrative Tribunal. The petitioners, in ITID Nos. 16/99 and 21/99 and himself are being paid same pay by the officer of the Eastern Naval Command. He denied a suggestion put to him that because some other employees like

the petitioner have approached the Central Administrative Tribunal for regularisation of their services and hence the services of the petitioners were terminated.

(13) Thus, here this is a case where the petitioner worked continuously for a period of 7 years and odd as an auto driver in the Naval Hostel being maintained by the INS Circular, which forms an integral part of the Eastern Naval Command. It is also admitted by the workman that the services of the petitioner was disengaged as the auto was sold to him and his services were no longer required. But in view of the evidence spoken by MW3 that the hostel is still running two autos and that some of the drivers who worked along with the petitioner were regularised. Therefore, the termination of the services of the petitioner without issuing any notice nor paying any retrenchment compensation which certainly violates the provisions under Sec. 25F of the I.D. Act. Therefore, the termination of the petitioner is liable to be set aside. Even otherwise, the reason for discharging the services of the petitioner is only the absence of work or his services no longer required, but there is no material placed by the management that there is no work for the petitioner nor his services are no longer required as the auto was sold to the petitioner, that is why, he is disengaged while they are running two other autos. Even if the auto was sold to the petitioner the workman cannot be thrown out of the job without following the statutory requirement as provided under Sec. 25F of the I.D. Act. Hence in this case, admittedly no notice of retrenchment was given for any retrenchment compensation was paid to the workman. Therefore, the termination of the petitioner is against the statutory provisions under Section 25F of the I.D. Act and also the principles of natural justice. Therefore, the removal of the petitioner is arbitrary and liable to be set aside.

(14) Ofcourse, there is a delay of about 3 years in this case in approaching this Tribunal after the termination of the workman but that by itself is not a ground to reject the relief for which the petitioner is entitled and at the most the relief can be granted by refusing the back wages and directing the payment of back wages as laid down in the Supreme Court decision reported in AIR 1999 (SC) 1351 between Ajaib Singh Vs. The Sirhind Co-operative Marketing cum Processing Service Society Ltd. and Anr. The workman's representative also cited another decision for the same proposition reported in 2000(84) FLR 20 SC between Gurmail Singh Vs. Principal, Government College of Education and Others. Wherein it is held that the termination of service took place in the year 1981 and the dispute was raised in the year 1989. Their Lordships were pleased to hold that notwithstanding the delay, the dispute would still continue for adjudication, however he would be deprived of back wages for period of delay.

(15) The workman's representative Sri S. V. Rao, Rao, also contends that the Indian Naval Hostel is also an industry and that the petitioner is a workman and the Tribunal is competent to dispose of the industrial dispute between the workman and the respondent. In support of his contention, he placed reliance on a decision of Bombay High Court reported in 1986 (II) LLJ 151 between Indian Navy

sailors' Home Vs. Bombay Gymkhana Club Caterers and Allied Employees' Union and another wherein it is held under Sec. 2(a) (1), 2(j), 10 of the I.D. Act, 1947 that the Indian Navy Sailors' Home is an industry within the meaning of Sec. 2(j) of the I.D. Act.

(16) As rightly contended by the representative for workman that the Indian Navy Hostel is being maintained by the INS Circular which is a form of an integral part of Eastern Naval Command which certainly is an industry and the petitioner is a workman in the said industry. The delay in approaching this court would naturally deprive a part of full back wages. Therefore, in the light of my aforesaid discussion, I hold that the termination of the workman in this case is illegal and the same is liable to be set aside. Hence both points 1 and 2 are accordingly answered in favour of the petitioner/workman and against the respondent/management.

(17) Point No. 3 : In the result the petition is allowed and an award is passed directing the respondents 1 and 2 to reinstate the workman forthwith with 50% of back wages, and continuity of service. However, there is no order as to costs and each party is directed to bear its own costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 19th day of March, 2001.

SRI K VEERAPU NAIDU, Presiding Officer,  
Industrial Tribunal-cum-Labour Court

#### APPENDIX OF EVIDENCE :

##### WITNESSES EXAMINED :

FOR WORKMAN:	FOR MANAGEMENT:
WW1 : Neelapu Kanaka Rao	MW1 : Kailash Chandra Bohra
WW2 : R. Trinadha Rao	MW2 : V. S. Tripathi
	MW3 : K. Venkata Sastry

##### DOCUMENTS MARKED :

##### FOR WORKMAN :

- Ex. W1 : Entry pass of workman.
- Ex. W2 : 27-2-96 : No objection certificate by management.
- Ex. W3 : Form of driving licence.

##### FOR MANAGEMENT :

- Ex. M1 : 4-11-86 : Office order by management.
- Ex. M2 : Certificate issued by workman responsible for repairs of auto.
- Ex. M3 : No dues certificate to workman by management reg. Auto.
- Ex. M4 : Form of notice of transfer of ownership of auto in the name of petitioner.
- Ex. M5 : Undertaking certificate given by workman for the repairs of Auto.

Ex. M6 : Xerox copy of cash bill for the month of July, 1994.

Ex. M7 : Receipt for Rs. 8000/- towards the cost of auto-rickshaw.

Ex. M8 : Form 'F' auto of management.

नई दिल्ली, 15 मई, 2001

का. आ. 1308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईस्टर्न नवल कमांड के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण विशाखापत्तनम् के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2001 को प्राप्त हुआ था।

[सं. एल-14025/4/2001-आई आर (डी यू)]

कूलदीप राय वर्मा, डेस्क अधिकारी

New Delhi the 15th May, 2001

S.O. 1308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Eastern Naval Command and their workman, which was received by the Central Government on 15-5-2001.

[No. L-14025/4/2001-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### IN THE COURT OF INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT VISAKHAPATNAM

#### PRESENT :

Sri K. Veerapu Naidu, B.Sc., B.L., Chairman & Presiding Officer.

Dated : 19th day of March, 2001

I.T.I.D. (C) 53/99

Petition filed under Section 2A(2) of the I.D. Act.

#### BETWEEN:

Saragadam Ramakrishna,  
D. No. 35-1-83,  
Opp : Shirdisaibaba Temple,  
Gavarakancharapalom,  
Visakhapatnam-530008.

.. Workman.

#### AND

The Commanding Officer,  
Eastern Naval Command,  
INS Circar, Naval Base,  
Visakhapatnam.

.. Management.

This dispute coming on for final hearing before me in the presence of Sri. B. V. Rao, Authorised Representative for workman and Sri D. Ramesh, Government Pleader for management. Upon hearing the

arguments of both sides and on perusing the entire material on record, the court passed the following:

#### AWARD

(1) This is an application filed under Sec. 2A(2) of the Industrial Disputes Act, 1947 for reinstatement with back wages and continuity of service.

(2) The case of the petitioner is that he was initially appointed as casual labour from 2nd April, 1976 to October, 1982 by the Base Victualling Officer/Commander of INS Circars for loading and unloading of Railway Wagons, delivery of rations/stores in IN Ships and collection of Stores from Railway Stations and he was issued a service certificate from 2-4-76 to 8-3-79. Thereafter also he worked upto October, 1982. He got a heavy vehicle driving licence. He was selected as an auto driver and appointed on 16-3-87 through an appointment order. There are dosone of auto drivers who are appointed earlier to him and subsequently also and some of them have been regularised on the directions of the High Court and became permanent. The management became core of the workmen going courts of law. So the management issued the removal orders dated 13-9-91 to the petitioner w.e.f. 1-9-91 wherein it is also stated as following:

"You are requested to give your present address, For you may be recalled, if necessary".

The petitioner was not paid any statutory terminal benefits nor compensation in accordance with law. The management did not follow the seniority. He made several written appeals to the management from 1992, 1993 and 1994. The management did not call him so he lost all his work and hence he filed this application.

(3) On the other hand, the management stated in its counter that the services of the petitioner as auto driver was taken out of the non-public fund of INS Circar. He was not appointed by any organisation and his services were engaged by the Non-public Transport Fund of Eastern Naval Command as a labour on casual basis. The Non-public fund is nothing to do with the Eastern Naval Command or the Public Fund of Indian Navy or the Government. The employees are engaged on casual basis for a specific purpose and on completion of work and so their services are terminated and there is no further need for his services since the auto was sold. Further the non-public transport fund is controlled by the Comanding Officer, INS Circars who authorised the operation officer to terminate the services of the petitioner on completion of his tenure. The Eastern Naval Command has nothing to do with the petitioner's appointment or reinstatement in Indian Navy as he was never appointed on regular basis filing the basic formalities of appointment into Indian Navy which itself clarifies that the Indian Navy has nothing to do with the appointment of the petitioner. The past service of the petitioner as casual labour has no relevance to his auto driver post. The requirement of auto was ceased and therefore, the petitioner was informed about the discontinuation. Instead of waiting for a call, the petitioner would have tried for regular post to suit advantage through the employment exchange and the management is no way responsible. There is a delay of 8 years 3 months for filing this application. The non-public transport fund

organisation is not an industry within the meaning of Industrial Disputes Act and the petitioner was not a workman. Hence this petition is liable to be dismissed.

(4) On behalf of the workman two witnesses WW1 and WW2 are examined and Exs. W1 to W8 are marked. On behalf of the management MWs 1 and 2 are examined and no documents are marked.

(5) Heard both sides.

(6) The points that arise for consideration in this case are :

(1) Whether the petitioner is entitled for reinstatement with back wages and continuity of service as prayed for ?

(2) To what relief the workman is entitled?

(7) The Representative appearing for the workman contends that the petitioner worked as casual labour from April, 1976 to October, 1982 and his services were stopped without paying any terminal benefits and later he was reappointed on 10th March, 1987 as driver and worked till September, 1991 at INS Circar. Ex. W2 is the appointment orders as auto driver and his services were abruptly terminated on 13th September, 1991 under Ex. W3 and his termination is illegal and by then he was paid Rs. 400 per month and he was also given an Identity card under Ex. W4. Subsequently he made representations of reinstatement but in vain and no notice of retrenchment was given nor retrenchment compensation was paid and as such, it is a clear violation of Sec. 25F of the I.D. Act.

(8) On the other hand, the learned Counsel appearing for the management contends that the services of casual labour have nothing to do with the post of Auto Driver of the petitioner and to auto was purchased out of non-public fund and the non-public fund is nothing but the funds raised by the Naval employees for better services and there is lot of difference between the Non-public Fund and the Naval Fund which is of the Central Government Organisation. The petitioner was not appointed through the employment exchange. His services were not required after 1st September 1991 and the Eastern Naval Command has nothing to do with the termination of the petitioner and as such, no reinstatement can be ordered nor any back wages could be paid.

(9) No doubt, MW1 stated the said case. He also admitted that after the termination, of the petitioner, they appointed some other drivers through employment exchange on regular selection process and no one can be employed with the non-public fund on permanent basis and any such employment would only be on casual basis for a limited period.

(10) Ex. W2 is the xerox copy of the appointment order wherein it is stated that the petitioner is appointed as Circars Non-public Transport Auto Driver w.e.f. 16-3-87 for a period of 3 months which may be extended if found suitable. The management did not file any orders extending the period of the appointment of the petitioner. However, Ex. W3 is dated 13-9-91, the management terminated the services of the petitioner w.e.f. 1-9-91 as the establishment will not be required and the authority has decided to sell the auto which the workman have been driving and the workman is requested to give his present address

as he will be called if necessary. Admittedly, there is no further communication to the workman. Thus, here this is a case, where the petitioner was appointed as Auto Driver of Non-public Transport Fund, but his services were abruptly terminated by virtue of Ex. W3 order. No doubt, the management claims that the appointment made under Ex. W3 is only out of non-public fund and it is not on permanent basis and it is only for a limited period. MW1 admitted in his cross-examination with regard to the service certificate Ex. W1 issued by Base Victualling Officer showing that the petitioner workman worked as casual labour from 2-4-76 to 8-3-79. Victualling Officer for the collection of stores and issue of rations to naval employees. The office of Victualling Officer is still existing in Naval Command, Victualling Office is still receiving stores and distributing stores and Civilian employees are also there for distribution of the Rations.

(11) MW1 admitted that the appointment order Ex. W2 and also Ex. W3 termination order and also Ex. W4, the temporary gate pass given to the petitioner to enter the premises. He pleaded that he does not know if any, notice is given to the employee workman at the time of termination of service nor any retrenchment compensations were paid to the petitioner. He also admitted that still they are having employees like petitioner under Non-public Fund. He also admitted that he did not find any record to show that the autos are no longer in existence under INS Circars. The management also examined the present administrative officer-II to speak as to the difference between Public Fund and Non-public transport fund. He also said that he did not verify any records relating to the workman as there is no record maintained by Eastern Naval Command. No record is filed relating to the non-public transport fund.

(12) Thus, here this is a case where the petitioner was appointed as Auto Driver in the year 1987 and continued till 1991 and his services were terminated by virtue of Ex. W3 as the establishment is closed. But the management witnesses admitted that still the non-public transport fund is in existence and the employees like the petitioner are still working in the non-public fund. MW1 also categorically admitted that he did not produce any records relating to the workman as there is no record maintained by the Eastern Naval Command. No record is filed relating to the non-public Transport Fund. Further the evidence adduced in this case establishes that the petitioner also worked as casual labour from 2-4-76 to 8-3-79 and the evidence of WW2 also that he continued to work as such till October, 1982 and again he was reappointed on 18th March, 1987 as driver. Thus, the services of this workman are being taken as Casual labour for the period from 1976 to 1982 and later as auto driver from March, 1987 to 2nd Sept., 1991 and thereafter the services were terminated on the ground that the establishment is closed. But the evidence of MW1 clearly establishes that the non-public transport fund is in existence and the Civil Employees like the petitioner are still continuing in service.

(13) Admittedly, here in this case no notice of termination is given or any cooperation was paid which amounts to violation of Sec. 25F of the I.D.

Act. Hence I answer the point in favour of the petitioner and against the respondent.

(14) In the result, the petition is allowed and an award is passed directing the respondent to reinstate the workman with back wages and continuity of service. However, there is no order as to costs and each party is directed to bear its own costs.

Dictated to steno transcribed by her given under my hand and seal of the court this the 19th day of March, 2001.

SRI K. VEERAPU NAIDU, Presiding Officer,  
Industrial Tribunal-cum-Labour Court

#### APPENDIX OF EVIDENCE

##### WITNESSES EXAMINED

FOR WORKMAN : FOR MANAGEMENT:

WW1 : Noolapu Kanaka Rao

MW1 : Lt Commandor Satish Kumar.

WW2 : S. Ramakrishna.

MW2 : V. S. Tripathi.

##### DOCUMENTS MARKED

FOR WORKMAN:

Ex. W1 : Service Certificate to

Ex. W2 : 18-3-87—Appointment order.

Ex. W3 : 13-9-91—Termination order.

Ex. W4 : —Entry pass.

Ex. W5 : 7-8-93—Representation of workman  
Reg. job.

Ex. W6 : —Application of workman for the  
post of M.T. Driver.

Ex. M7 : —Postal acknowledgements.

Ex. W8 : —Postal acknowledgement.

FOR MANAGEMENT : Nil.

नई दिल्ली, 17 मई, 2001

का. घा. 1309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रवाहित करती है, जो केन्द्रीय सरकार को 17-5-2001 को प्राप्त हुआ था।

[नं. एन-40012/99/98-आई घा (डी यू)]

कुलदीप राय वर्मा डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1309.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Nagpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Post and their workman,

which was received by the Central Government on 17-5-2001.

[No. L-40012/99/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 138/2000

Employers in relation to the management of  
The Chief Post Master General  
The Post Master General  
The Sr. Supdt. of Post Offices

AND

Their workman Shri Abhay Manikrao Pantawane

#### AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2(A) of section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order no. L-40012/99/98/IR(DU) Dated 26-4-99 on following schedule.

#### SCHEDULE

“Whether the action of the management through its Chief Post Master General, Maharashtra Circle, Mumbai, (2) Post Master General, Nagpur and (3) Sr. Superintendent of Post Offices, Nagpur over the issue of illegal termination/removal of service of Sh. Abhay Manikrao Pantawane without giving compassionate appointment is legal and justified? If not, to what relief the workman is entitled and from what date?”

Sh. Abhay Manikrao Pantawane had submitted his statement of claim in C.G.I.T. Court no. 2 at Mumbai on 7-6-99. This reference was received by transfer in this court in June 2000. The workman has claimed that he was given employment on daily wages basis to the post of postman w.e.f. 28-3-94 on compassionate ground after the death of his father. He was given two months training and he was continued up to October 94 in the service. From 1-11-94 his service was terminated.

It is admitted by both the parties that Sh. Manikrao Sadashivrao Pantawane was working in the Post Office at Nagpur. He had heart attack on 27-10-85 and he died in hospital on 11-11-85.

The workman has stated that at the time of death of his father he was only fourteen year old. His two sisters and mother were in his family. His elder brother was married and was living separate.

His elder sister Vandna Manikrao Pantawane was major and she was eligible candidate for appointment. Therefore his mother Smt. Anusuya Pantawane made

representation that her daughter Vandana Pantawane be appointed on compassionate ground on the death of her father.

The representation for appointment to Vandana Pantawane remained pending with the Post Master General up to 20-9-90. Vandana Pantawane was married and on 20-9-90 she informed the department concerned that her application for appointment on compassionate ground be cancelled and the name of her brother Sh. Abhay Manikrao Pantawane be considered for appointment in her place. Vide letter dated 10-1-92 Exhibit W-5, the Senior Superintendent of Post Offices, Nagpur City informed Vandana that as she is not interested in the job due to her marriage, her case for appointment on compassionate ground is closed. Her application cannot be considered in favour of her brother Sh. Abhay. This paper is marked as Exhibit W-1, during the cross examination of Vandana on 24-1-01.

The workman has claimed that he was appointed on compassionate ground on 28-3-94 and his termination is illegal. He therefore should be reinstated.

The management of the Chief Post Master General contested the claim on the ground that Sh. Abhay Manikrao Pantawane was given employment on 28-3-94. He was not kept under training for two months. The Chief Post Master General, Mumbai on 13-11-92 has rejected the application of the workman for his appointment on compassionate ground. The decision was intimated to the workman vide office letter dt. 27-09-94. The workman was not appointed on any regular post. He was employed in leave vacancy of a regular workman. Hence he discontinued to work when the regular employee returned on duty w.e.f. 1-11-94. He was not terminated as he was not working on regular basis and is not entitled to any relief.

The statement of Shri Abhay was recorded in this court on 24-1-2001. From the side of management Ms. Swati Roy, Sr. Supdt. of Post Offices, Nagpur City was examined by the counsel for the workman. She was cross examined on 31-3-2001.

I have heard the arguments of counsel for both the parties and have considered their written arguments.

Shri R. N. Sen, Counsel for the workman Sh. Abhay M. Pantawane argued that the management has not submitted any appointment letter or any letter of termination. He argued that Abhay M. Pantawane was appointed on compassionate ground after the death of his father w.e.f. 28-3-94, hence his termination is illegal and he should be reinstated.

The counsel for management argued that the workman was not appointed on any regular post. He was not appointed on compassionate ground. The application for appointment on compassionate ground was moved by the elder sister of workman Abhay. She herself withdrew the application, hence she had lost the case for appointment on compassionate ground. The workman was not terminated. He was appointed in the leave vacancy of a regular employee. His services came to an end on 31-10-94 when the regular employee joined his duty.

I have considered the arguments of both the parties and the documents filed by them. It is admitted by both the parties that Shri Manikrao Sadasivrao Pantawane was working in Itwari Post Office. He died on 11-11-85. Shri Abhay M. Pantawane did not apply for the appointment on compassionate ground after the death of his father because he was only fourteen years old. It is therefore clear that Abhay M. Pantawane had not attained the age of eighteen years at the time when his father died on 11-11-85. He was therefore not eligible for appointment on compassionate ground when his father died.

The statement of Abhay M. Pantawane dated 24th January, 2001 also shows that his sister Vandana had moved an application in 1986 for appointment because his age was fourteen in 1986 and he was minor. In 1990 Vandana withdrew her application for appointment and requested that the appointment be given to her brother Abhay in her place.

In the above circumstances Vandana, who had applied for appointment on compassionate ground, lost her claim for appointment when she withdrew her application for appointment in 1990. Vandana had no right substitute any other person of her family for appointment in her place. In these circumstances her application that her brother be appointed in her place was rightly rejected by the Senior Superintendent of Post Offices vide order dated 10-1-92.

If the workman was appointed for a short period in any leave vacancy of another employee, he cannot claim for regularisation of his service or for reinstatement. The letter dated 27-9-94 of Senior Supdt. of Post Offices also shows that the first son of the deceased was already in service when Shri Manikrao S. Pantawane died on 11-11-85. The application for the appointment of Abhay M. Pantawane was therefore rejected for appointment on compassionate ground.

It is therefore clear that workman Shri Abhay M. Pantawane was not appointed by the Post Master General on the death of his father on compassionate ground.

In Umesh K. Nagpal Vs. State of Haryana and Others 1994, Supreme Court Cases, Page 138, it is held by the Hon'ble Supreme Court that :

"Compassionate Employment can not be granted after a lapse of reasonable period which must be specified in the rules. The consideration for such employment is not a vested right which can be exercised at any time in future. The object being to enable the family to get over the financial crisis which it faces at the time of the death of sole bread earner. The compassionate employment cannot be claimed and offered whenever the lapse of time after the crisis is over."

In S. Mohan Vs. Government of Tamil Nadu and Another 1998(9), Supreme Court Cases, Page 485 the Hon'ble Supreme Court held that :

"Such a scheme cannot at all be conceived if some other dependent of deceased is already in service. The very purpose for which such

scheme had been evolved would get frustrated if a claim on priority basis is made by a dependent of the deceased not withstanding the fact that the other dependent of the deceased is already in service."

In Steel Authority of India and Another Vs. Avdiesh Singh and Others 2000 (1), Labour Law Journal, page 163, the Supreme Court has again expressed the same view that if a member of family is already in service than the other dependent after a lapse of time cannot claim appointment on compassionate ground.

In Satpal and Haryana Electricity Board and Others 1998, Labour Law Journal, Vol. II, Page 123, it is held :

"Compassionate Appointment cannot be granted after a long time. Compassionate Appointment is not a vested right which can be exercised at any time. It is intended to provide immediate relief to the family on the death of the earning member and cannot be granted after a long lapse of reasonable period."

In the present case Abhay M. Pantawane was fourteen years old when his father died on 11-11-85. He was not eligible for appointment on compassionate ground at the time of death of his father. He therefore cannot claim appointment on compassionate ground.

He was not appointed on any clear vacancy by adopting the prescribed procedure for appointment on 28-3-94, hence his removal from the service on 31-10-94 was justified. He is not entitled to any other relief claimed by him.

#### ORDER

The action of the management through his Chief Post Master General, Maharashtra Circle, Mumbai, (2) Chief Post Master General, Nagpur Circle and (3) Sr. Supdt. of Post Offices, Nagpur in removing Shri Abhay M. Pantawane from service on 31-10-94 was legal and justified. The workman was not entitled to any appointment on compassionate ground. He is not entitled to any other relief.

The reference is answered accordingly.

Dated : 12-4-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 17 मई, 2001

का. आ. 2310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैंट एग्जिक्यूटिव ऑफिसर, कैंट बोर्ड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, प्रबन्धन में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2001 को प्राप्त हुआ था।

[सं. एन-13011/1/99-गार्ड आर (डी यू)]

कुलदीप राय वर्मा, उष्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1310.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cantt. Executive Officer, Cantt. Board and their workman, which was received by the Central Government on 17-5-2001.

[No. L-13011/1/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SHRI VIDYASAGAR  
L. KAMBLE, INDUSTRIAL TRIBUNAL,  
MAHARASHTRA AT PUNE

REFERENCE (IT) NO. 37 OF 1999

Reference (IT) No. 37 of 199

Adjudication

BETWEEN

The Cantonment Executive Officer, Pune.

AND

The workmen employed under them.

In the matter of regularisation of services  
of workmen.

#### APPEARANCES :

Shri Achyut N. Kulkarni for the First  
Party.

Shri P. V. Sathaye for the Second Party.

#### AWARD

(Date : 17-4-2001)

This reference is referred by the Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, in respect of the dispute between the Cantonment Executive Officer, Pune and the workmen employed under them, over the demand mentioned in the Schedule appended to the order of reference. The demand referred to this Tribunal for adjudication reads as under :—

"Whether the action of the management of Cantt. Executive Officer, Cantt. Board, Pune, in not regularising

the services of the substitutes (annexure) who had worked for number of years is legal and justified ? If not, to what relief the said workmen are entitled ?”

2. After the receipt of the order of reference, statutory notices were issued to both the parties. In response to the notice, the General Secretary of Pune Cantonment Karmachari Sangh representing the second party workmen, filed statement of claim at Ex. U-3 justifying the demand, and the first party management filed its written statement at Ex. C-3 opposing the demand, along with some documents. Thereafter, issue were framed by this Tribunal and the matter was adjourned for evidence of the second party workmen.

3. On 10-4-2001, when the matter was fixed for evidence of the second party workmen, the General Secretary of the second party union filed a purshis at Ex. U-15, stating therein that despite several verbal messages to the persons involved in the present reference, no one has turned up and it is not known whether they have secured job elsewhere. In these circumstances, the General Secretary of the union is unable to proceed in the matter. It is, therefore, prayed that the present reference be treated as closed by the union. The learned Advocate appearing for the first party management has given his no objection.

4. In view of this, it appears that the second party workmen are not interested in this reference. Hence, I am constrained to dispose of this reference in negative, as the workmen have failed to prosecute it further. Hence, the reference is answered in the negative and the demand made by the second party workmen in this reference cannot be granted, in view of the purshis filed by the General Secretary of the second party union at Ex. U-15. Hence the reference stands rejected.

PUNE

17-4-2001.

VIDYASAGAR KAMBLE,

Industrial Tribunal

नई दिल्ली, 17 मई, 2001

वा. आ. 1311—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार द्वारा संचालित विभाग के प्रबन्धतंत्र के संवाद

नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2001 को प्राप्त हुआ था।

- [स एल-40012/199/95-आई आर (डी यू)]
- [ग एल-40012/208/95-आई आर (डी यू)]
- [म एल-40012/211/95-आई आर (डी यू)]
- [स एल-40012/212/95-आई आर (डी यू)]
- [स एल-40012/213/95-आई आर (डी यू)]
- [म एल-40012/214/95-आई आर (डी यू)]
- [स एल-40012/216/95-आई आर (डी यू)]
- [म एल-40012/12/96-आई आर (डी यू)]
- [स एल-40012/5/96-आई आर (डी यू)]
- [स एल-40012/3/96-आई आर (डी यू)]
- [म एल-40012/10/96-आई आर (डी यू)]
- [स एल-40012/11/96-आई आर (डी यू)]
- [स एल-40012/9/96-आई आर (डी यू)]
- [म एल-40012/6/96-आई आर (डी यू)]
- [म एल-40012/7/96-आई आर (डी यू)]
- [स एल-40012/4/96-आई आर (डी यू)]
- [स एल-40012/16/96-आई आर (डी यू)]
- [स एल-40012/15/96-आई आर (डी यू)]
- [स एल-40012/14/96-आई आर (डी यू)]
- [म एल-40012/13/96-आई आर (डी यू)]
- [स एल-40012/17/96-आई आर (डी यू)]
- [म एल-40012/8/96-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 17th May, 2001

S.O. 1311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman, which was received by the Central Government on 17-5-2001.

- [No. L-40012/199/95-IR(DU),
- No. L-40012/208/95-IR(DU),
- No. L-40012/211/95-IR(DU),
- No. L-40012/212/95-IR(DU),
- No. L-40012/213/95-IR(DU),
- No. L-40012/214/95-IR(DU),
- No. L-40012/216/95-IR(DU),
- No. L-40012/12/96-IR(DU),
- No. L-40012/5/96-IR(DU),
- No. L-40012/3/96-IR(DU),
- No. L-40012/10/96-IR(DU),
- No. L-40012/11/96-IR(DU),
- No. L-40012/9/96-IR(DU),

No. L-40012/6/96-IR(DU),  
No. L-40012/7/96-IR(DU),  
No. L-40012/4/96-IR(DU),  
No. L-40012/16/96-IR(DU),  
No. L-40012/15/96-IR(DU),  
No. L-40012/14/96-IR(DU),  
No. L-40012/13/96-IR(DU),  
No. L-40012/17/96-IR(DU),  
No. L-40012/8/96-IR(DU)]

In I.D. No. 53/ of 1997

BETWEEN

Shri N. Mathiyalagan,  
12, Mattu Street,  
Mannargudi.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/211/95-IR(DU) dated 23rd  
July, 1997, Ministry of Labour, Government  
of India, New Delhi.

In I.D. No. 54 of 1997

BETWEEN

Shri N. Anbalagan,  
Mukundanur P.O.,  
Ammayappan (Via),  
Engam Road.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/212/95-IR(DU) dated 23rd  
July, 1997, Ministry of Labour, Government  
of India, New Delhi.

In I.D. No. 55 of 1997

BETWEEN

Shri A. Karnan,  
Mal Kondali North Street,  
Koothanallur Post,  
Nidamangalam Tk.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/213/95-IR(DU) dated 23rd  
July, 1997, Ministry of Labour, Government  
of India, New Delhi.

In I.D. No. 56 of 1997

BETWEEN

Shri M. Arumugam,  
26, Pambalamman Koil Street,  
Nidamangalam.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/214/95-IR(DU) dated 23rd  
July, 1997, Ministry of Labour, Government  
of India, New Delhi.

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, CHENNAI

Wednesday, the 28th day of February, 2001

PRESENT :

Thiru S. R. Singharavelu, B.Sc., B.L., Industrial  
Tribunal.

Industrial Dispute Nos. 48/97, and 50/97, 53/97  
to 57/97, 42/98 to 50/98, 52/98 to 56/98 and 68/98

(In the matter of the dispute for adjudication under  
Section 10(1)(d) of the Industrial Disputes Act,  
1947 between the Workmen and the Management of  
Department of Telecommunications, Thanjavur).

In I.D. No. 48 of 1997

BETWEEN

Shri V. Rajendran,  
S/o Shri G. Venkadachala Thevar,  
74, Nallur Post, Adichapuram (Via)  
Mannargudi Taluk.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/199/95-IR(DU), dated  
23-7-97, Ministry of Labour, Government  
of India, New Delhi.

In I.D. No. 50 of 1997

BETWEEN

Shri K. Rajamohan Rao,  
Velangudi,  
Keelapadugai (P.O.).  
Tiruvarur.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/208/95-IR(DU), dated 23rd  
July, 1997 Ministry of Labour, Government  
of India, New Delhi.

In I.D. No. 57 of 1997

BETWEEN

Shri A. Mariadoss,  
Matka Kowil Street, Nallur P.O.,  
Adichapuram, Mannargudi Tk.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/216/95-IR(DU), dated  
23-7-97, Ministry of Labour, Government of  
India, New Delhi.

In I.D. No. 42 of 1998

BETWEEN

Shri S. Govindarajan, Kothavasal,  
Poonthottam, P.O. Nannilam Taluk,  
Nagapattinam District.

AND

The General Manager,  
Department of Telecommunications,  
Thanjavoor Telecom District.,  
Thanjavoor-613001.

REFERENCE :

Order No. 40012/12/96-IR-(DU) dated 23rd  
February, 1998, Ministry of Labour Gov-  
ernment of India, New Delhi.

In I.D. No. 43 of 1998

BETWEEN

Shri P. Sambandam,  
Pozhakudi,  
Vanjiyur Street,  
Peralam, Alathur P.O. (T.N.)

AND

The General Manager,  
Telecom Department,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/85-IR(DU) dated 23rd  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 44 of 1998

BETWEEN

Shri Ruthirapathy,  
Thannerkunnam Post,  
Koothanallur (via),  
Neeramangalam Tk.  
Thanjavoor (T.N.).

AND

The General Manager,  
Department of Telecom.,  
Thanjavur Telecom Distt.,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/3/96-IR(DU), dated 23rd  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 45 of 1998

BETWEEN

Shri G. Arichandran,  
Meletheru Puliur,  
Kulikarai (P.O.), Tiruvarur, Kudavasal Tk.,  
Thanjavoor-613001.

AND

The General Manager,  
Department of Telecom.,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L- 40012/10/96-IR(DU), dt. 23-2-98  
Ministry of Labour, Government of India,  
New Delhi.

In I.D. No. 46 of 1998

BETWEEN

Shri K. Balasubramaniam,  
Thirukkaravasal, P.O.,  
Tiruvarur Tk. Thanjavoor Dt.-613001.

AND

The General Manager,  
Telecom Department,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/11/96-IR(DU), dated 23rd  
February, 1998, Ministry of Labour Gov-  
ernment of India, New Delhi.

In I.D. No. 47 of 1998

BETWEEN

Shri T. Selvaraj, Velangudi,  
Keelapadugai P.O.,  
Tiruvaroor, Thanjavoor Dt.-613001.

AND

The General Manager,  
Department of Telecom.,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/9/96-IR(DU), dated 23rd  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 48 of 1998

BETWEEN

Shri P. Manikandan, Agerathirunallur,  
Kattur P.O., Kudevasal,  
Thanjavoor-613001.

AND

The General Manager,  
Telecom Department,  
Thanjavur Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/6/96-IR(DU), dated 23rd  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 49 of 1998

BETWEEN

Shri P. Arumugam, S/o Periyar,  
Sottalvannam South Street,  
Pattangalam Post, Keelaveloor (via),  
Tiruvaroor-613001.

AND

The General Manager, Telecom Department,  
Thanjavoor Telecom Distt.,  
Thanjavoor (TN)-613001.

REFERENCE :

Order No. L-40012/7/96-IR(DU), dated 23rd  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 50 of 1998

BETWEEN

Shri M. G. Rajendran,  
A. K. S. Nagar, Sittamalli and Post,  
Mannargudi Taluk, NQM Distt.-614705.

AND

The General Manager,  
Telecom Department,  
Thanjavur Telecom Distt.,  
Thanjavur-613001.

REFERENCE :

Order No. L-40012/4/96-IR(DU), dated 24th  
February, 1998, Ministry of Labour, Gov-  
ernment of India, New Delhi.

In I.D. No. 52 of 1998

BETWEEN

Shri G. Murugesan,  
2/9, D. Main Road, Velangudi,  
Keelapadgai, P.O.,  
Tiruvarur (TK)-613001.

AND

The General Manager,  
Telecom Department,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/16/96-IR(DU), dated 2nd  
March, 1998, Ministry of Labour, Govern-  
ment of India, New Delhi.

In I.D. No. 53 of 1998

BETWEEN

Shri S. Selvam,  
Main Road, Singalacherry,  
Thandalai, P.O.,  
Thiruvarur-613001.

AND

The General Manager,  
Telecom Department, Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/15/96-IR(DU), dated 2nd  
March, 1998, Ministry of Labour Govern-  
ment of India, New Delhi.

In I.D. No. 54 of 1998

BETWEEN

Shri A. Mahalingam,  
Adiakkamangalam P.O.,  
Meletheru, Thiruvarur (TK)-613001.

AND

The General Manager,  
Telecom Department,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001

REFERENCE :

Order No. L-40012/14/96-IR(DU), dated 2nd  
March, 1998, Ministry of Labour, Govern-  
ment of India, New Delhi.

In I.D. No. 55 of 1998

BETWEEN

Shri S. Panneerselvam,  
Thittanimuttam, Tiruvidavasal (P.O.),  
Athikadai (Via), Tiruvarur, Kudavasal.

AND

The General Manager,  
Department of Telecom,  
Thanjavoor Telecom Distt.,  
Thanjavoor-613001.

REFERENCE :

Order No. L-40012/13/96-IR(DU), dated 2nd  
March, 1998, Ministry of Labour, Govern-  
ment of India, New Delhi.

In I.D. No. 56 of 1998

BETWEEN

Shri P. Ramachandran, Kavanoor,  
Ammaiyappan, Kudavasal TK,  
Thanjavoor-613001.

AND

The General Manager,  
Telecom Department,  
Thanjavur Telecom Distt.,  
Thanjavur-613001.

## REFERENCE :

Order No. L-40012/17/96-IR(DU), dated 2nd March, 1998, Ministry of Labour, Government of India, New Delhi.

In I.D. No. 68 of 1998

## BETWEEN

Shri P. Ramalingam, Ramakka Road,  
Tiruvavoor P.O. (TK), Thanjavoor-613001.

## AND

The General Manager,  
Telecom Deptt.,  
Thanjavur Telecom Distt.,  
Thanjavur-613 001.

## REFERENCE :

Order No. L-40012/8/96-IR(DU), dated 24th March, 1998, Ministry of Labour, Government of India, New Delhi.

These disputes coming on for final hearing on Friday, the 9th day of February, 2001, upon perusing the reference, Claim and Counter Statements and all other material papers in all the disputes and upon hearing the arguments of Thiru R. Ramesh, advocate appearing for the Workmen in all the disputes and of Thiru R. Karunakaran, Addl. Standing Government Counsel appearing for managements in I.D. Nos. 48/97, 50/97, 53/97 to 57/97, Thiru K. Sambasivam, Addl. Standing Government Counsel appearing for Managements in I.D. Nos. 42/98 and 43/98, Thiru D. Nandakumar, Addl. Standing Government Counsel appearing for Management in I.D. Nos. 44/98 and 45/98 and Tmt. C. K. Vishnupria, Addl. Standing Government Counsel appearing for Management in I.D. Nos. 46/98 to 50/98; 52/98 to 56/98 and 68/98 and these disputes having stood over till this day for consideration this Tribunal made the following :

## COMMON : AWARD

The Government of India has referred the following issue for adjudication by this Tribunal :

"Whether the action of General Manager, Dept. of Telecommunications, Thanjavur, in terminating the services of the Casual labourers are justified or not? If not to what relief they are entitled."

2. The main averments found in the Claim statement of the Petitioners in I.D. Nos. 48/97, 50/97 and 53/97 to 57/97 are as follows :

The petitioners were working under the Respondent continuously for the past several years as Casual Labourers. The nature of work done by them were permanent and continuous nature under the respondent. Without the employees like the petitioners, the respondent cannot do the work of Cable laying, provision of Land line Panchayat Public Telephones, provision of STD public telephone, Upgradation of local Telephone lines etc. The petitioners had put in more than 240 days in a year of service and the payment of wages vouchers signed by the petitioner would reveal that they were continuously doing permanent nature of work under the respondent. After

repeated request from petitioner the Chief General Manager, Telecommunications by his Order directed all heads of SSA to take back casual mazdoors whose break in service i.e. more than one year and who were terminated and or not admitted for Departmental work pending. Accordingly the Divisional Engineer (Admn) in his Order No. E7/12 dated 19-9-92 condoned the break in service to permit the Mazdoors to do Departmental works. To the shock and surprise of the petitioner the Dept. of Telecommunications in his letter No. 269/3/92 STN dated 21-10-92 has directed not to consider the case for condonations of break in service when the break is beyond one year. As per the direction of the Department of Telecommunications the petitioners were not permitted to work as Casual Mazdoor. The casual mazdoors were taken back for duty from March 1993. The petitioners wages were paid by the A.E./SDEs. The respondent informed the petitioners that their services were terminated from 21-11-92 and the respondent thereafter re-employed the petitioners under contract basis. The petitioners services were terminated while the respondent retained the juniors in service. The petitioners prays to pass an award holding the act of General Manager, Telecommunications, Thanjavur terminating the petitioners services as illegal, arbitrary and against principles of natural justice and reinstate the petitioner with continuity of service, backwages and other attendant benefits.

3. The main averments found in Counter Statements of respondents in I.D. Nos. 48/97, 50/97 and 53 to 57/97 are as follows :

In I.D. No. 48/97, the petitioner had worked only 18 days prior to 30-3-85. The petitioner was engaged as a Casual Mazdoor from 28-9-80. He has deserted work without any intimation from 19-10-80. In I.D. No. 50/97, the petitioner had worked only 20 days prior to 30-3-85. The petitioner was engaged as a Casual Mazdoor from 21-3-84. He has deserted work without any intimation from 29-4-84. In I.D. No. 53/97 the petitioner had worked only 135 days prior to 30-3-85. The petitioner was engaged as a Casual mazdoor from 29-11-77. He has deserted work without any intimation from June 1980. In I.D. No. 54/97 the petitioner had worked only 12 days prior to 30-3-85. The petitioner was engaged as a Casual mazdoor from 17-3-84. He has deserted the work without any intimation from April, 1984. In I.D. No. 55/1997, the petitioner had worked 39 days prior to 30-3-85. The petitioner was engaged as a casual mazdoor from 24-2-84. He has deserted the work without any intimation from 26-3-85. The respondent management in I.D. No. 56/97 has adopted the Counter of the respondent in I.D. No. 50/97. In I.D. No. 57/97, the petitioner had worked only 24 days prior to 30-3-85. The petitioner was engaged as a casual mazdoor from 1-7-79. He has deserted the work without any intimation from 17-8-79. The petitioner's work was not a permanent one. The work was allotted whenever necessary, purely on casual basis. The petitioners were given such type of work when regular mazdoors were not available and when sudden urgent works were to be executed on priority basis. The petitioners had not fulfilled the necessary conditions for

8. The main averments found in Counter statement of the respondents in I.D. Nos. 42 to 50/98, 52 to 56/98 and 68/98 respectively are as follows.—In I.D. No. 42/98, the petitioner had worked only 11 days prior to 30-3-85. The petitioner was engaged as a Casual mazdoor from 18-3-1976. He has not reported for duty from April, 1976 to 18-9-92. In I.D. No. 43/98, the petitioner had worked only 401 days. He was engaged as Casual Mazdoor from February, 1966. He has not reported for duty from March, 1971 to 20-10-1992. In I.D. No. 44/98, the petitioner was engaged as Casual Mazdoor from June, 1978. He has worked only for 63 days from June, 1978 to February, 1979. He has not reported for duty from March, 1979 to 20-10-92. In I.D. No. 45/98, the petitioner was engaged as Casual Mazdoor from 10-3-83. He has worked only for 62 days from 10-3-83 to 27-3-84. He has not reported for duty from April, 1984 to 20-10-92. In I.D. No. 46/98, the petitioner was engaged as Casual mazdoor from 2-4-78. He has deserted work without any intimation from June, 1978. The petitioner had worked only for 23 days from 2-4-78 to May, 1978. He has not reported for duty from June, 1978 to 18-9-92. In I.D. No. 47/98, the petitioner was engaged as Casual mazdoor from 19-2-82. He has deserted work without any intimation from 15-7-83. He has worked only for 87 days from 19-2-82 to 14-7-83. In I.D. No. 48/98, the petitioner had worked only for 15 days from 9-2-84 to 23-2-84. The petitioner was engaged as Casual

mazdoor from 9-2-84. He has deserted work without any intimation from 24-2-84. In I.D. No. 49/98, the petitioner was engaged as a Casual mazdoor from 21-3-84. The petitioner had worked only for 9 days prior to 30-3-85. He has deserted work without any intimation from 30-3-84. He has not reported for duty from 20-10-92. In I.D. No. 50/98, the petitioner was engaged as a Casual Mazdoor from 30-3-82. He has worked only for 60 days prior to 30-3-85. He has deserted work without any intimation from October 1983. In I.D. No. 52/98, the petitioner was engaged as a Casual mazdoor from 25-3-82. He had worked only for 5 days prior to 30-3-85. He has deserted work without any intimation. In I.D. No. 53/98, the petitioner was engaged as a Casual mazdoor from 26-3-85. He has worked only for 4 days prior to 30-3-85. He has deserted work without any intimation from 30-3-85. In I.D. No. 54/98, the petitioner was engaged as a Casual Mazdoor from 8-3-77. The petitioner had worked only for 4 days, prior to 30-3-85. He has deserted work without any intimation from April, 1977. In I.D. No. 55/98, the petitioner was engaged as a Casual mazdoor from 11-3-85. He had worked only for 15 days prior to 30-3-85. He has deserted work without any intimation from 26-3-85. In I.D. No. 56/98, the petitioner was engaged as a Casual mazdoor from 10-3-83. He had worked only for 28 days prior to 30-3-85. He has deserted work without any intimation from 12-5-84. In I.D. No. 58/98, the petitioner was engaged as a Casual mazdoor from 4-10-80. He had worked only for 290 days prior to 30-3-85. He has deserted work without any intimation from January, 1983. The petitioners' work was not a permanent one. The work was allotted whenever necessary, purely on casual basis. The petitioners were given such type of work when regular mazdoors were not available and when sudden urgent works were to be executed on priority basis. The petitioners had not fulfilled the necessary conditions for getting promotion to the temporary status mazdoors. The necessary conditions are :

1. Should be currently employed.
2. Minimum continuous service of the year.
3. Should be engaged on work atleast for 240 days in a year.
4. He should be recruited prior to 30-3-85.

The Chief General Manager, Telecom, Chennai by his letter dated 18-8-92 condoned the break in service. The Dept. of Telecom in its letter dt. 21-10-92 has directed not to consider the cases for condonation of break in service, when the break is more than one year. Accordingly as per the direction of DOT, the Divisional Engineer (Admn.) had cancelled the original order condoning the break in service. Hence the petitioners had become ineligible to work as casual mazdoor. As per the direction of the DOT, the petitioners were not permitted to work as casual mazdoor. They were allowed to work on contract basis after March, 1993. The respondents pray to dismiss the above I.Ds.

9. On behalf of Respondent/Management, Ex. M1 to M5 were marked by consent in the above Industrial Disputes. Ex. W1 to W6 are the same in I.D.

No. 42/98, 44/98 to 50/98, 52/98, 56/98 and 68/98. They were so marked as Ex. W2, W3, W5 and W7 in I.D. No. 43/98. The Medical certificates were marked as Ex. W7 in I.D. 42/98, 44/98 to 49/98, 52/98, to 56/98 and I.D. 68/98. The Payment Slips were marked as Ex. W8 in I.D. Nos. 43/98, 47/98, 48/98, 49/98, 53/98 54/98 and 55/98.

10. The Point for consideration is whether the action of General Manager, Dept. of Telecommunications, Thanjavur, in terminating the services of the Casual labourers viz. (1) S. Govindarajan, (2) P. Sambandam, (3) R. Uthirapathy, (4) G. Arichandran, (5) K. Balasubramanian, (6) T. Selvaraj, (7) P. Manikandan, (8) P. Arumugam, (9) M. G. Rajendran, (10) G. Murugesan, (11) S. Selvam, (12) A. Mahalingam, (13) E. Pannerselvam, (14) P. Ramachandran, (15) P. Ramalingam are justified or not? If not to what relief they are entitled?

11. The Point.—The list of dates and events pertaining to each of the applicant regarding date of initial appointment, date of reinstatement etc. was filed on the side of the workmen. It was not objected to by the other side and so the contents of that document marked as Ex. C1 can be construed as correct. For convenience sake it can also be appended to the Award. All the workmen were casual mazdoors and were used to be called during digging work for cable laying and for erection of telephone posts.

12. There was some break in service for each of the applicant and all of them except the applicant in I.D. Nos. 43/98 and 50/98 have filed Medical Certificates containing the period of their illness during the period of break in service or part thereof. Those certificates were marked as Ex. W7 in all Industrial disputes.

13. The workmen have been terminated on 21-11-92. On a reading of one representation made by workmen through Ex. W5 marked in I.D. 42/98, the grounds of attack of termination order is two fold, one is that the retrenchment is not according to law; another is that as the break in their services have been condoned by the Divisional Engineer in the Office of the General Manager, Thanjavur, and they were accordingly taken to duty on 19-9-92, they ought not to have been terminated from services on 21-11-92. Per contra, the Management contended that there was no capacity for the Divisional Engineer of Thanjavur Telecom. Dept. to have condoned the break in service of each of the applicants, as it exceeds one year, that this is so due to earlier orders and Circulars, and therefore the very order of condoning break in service and the so called reinstatement made on 19-9-92 is illegal. So it was contended that none of the applicants are workmen in the eye of law, and so the Order of Termination is only a clarification of the fact that applicants are no more a workman and that therefore there is no question of analysis of validity of retrenchment arises.

14. True it is that by condoning the break in service, the Divisional Engineer, Thanjavur had passed an Order of reinstatement on various dates for each of the applicant as found in Ex. C1. The Divisional Engineer, Thanjavur while passing such order through Ex. W3 had relied upon the Order of Chief

General Manager, Telecoms. (CGMT) dt. 18-8-92 and 26-8-92. They were produced in all the cases and marked as Ex. W1 and W2. In some cases, the number of that exhibited document vary. Ex. W1 dt. 18-8-92 is the copy of the C.G.M.T. (T. N. circle), Madras Lr. No. RET/84-a/91 dated at Madras the 18-8-92, wherein the following was mentioned :

"Requests from the Service Unions were being frequently received by this office regarding absorption of Casual Mazdoors who have entered prior to 30-3-85, but terminated and/or not admitted subsequently on the plea of break in service due to departmental/personal reasons, CGM desires that such individual cases should be examined by the Heads of SSA and the Casual mazdoors who have entered prior to 30-3-85, who were terminated and/or not admitted should be taken back for departmental works irrespective of the length of break period provided, the reasons adduced for the absence is convincing."

Ex. W2 is the letter of CGM, Telecomms, Madras-2 to all heads of SSA/Traffic, Divns., Tamil Nadu Circle, S. E. Civil/Electrical, Madras vide Ref. No. RET/84-1/91 dated at Madras-2, the 26-8-92, wherein following was mentioned :

"Kind attention is drawn to this office Circular of even No. dated 18-8-92 regarding absorption of Casual Mazdoors entered earlier to 30-3-85, but terminated and/or not admitted irrespective of the length of break period. In the JCM Meeting held on 31-7-92, the Chairman had decided that the break of service of any period till the date of issue of this circular, shall be condoned by the TDEs in case of Mazdoors already on rolls as well as those reinstated as per the above circular."

15. Thus as per Ex. W1 and W2, all the workmen entered prior to 30-3-85 but terminated on the plea of break in service should be taken back irrespective of length of the period of break in service, provided the reasons adduced for the absence is convincing. Thus the only two conditions are (1) the workmen should have been in service prior to 30-3-85 and (2) There should be convincing reasons adduced for the absence or break in service. Thus the Order of Reinstatement by the Divisional Engineer, Thanjavur was justified by the workmen.

16. It was subsequent to the reinstatement made on various dates as found in Ex. C1 for example 19-9-92 the services of the each of the applicant was terminated for example 21-11-92. In this connection, the management wanted to rely upon Ex. W4, the copy of the Order dt. 21-10-92 of the Govt. of India, Ministry of Communication's, Dept. of Telecommunications etc, which was received at the Office of the G.M.T. Thanjavur on 23-10-92 itself. The said order (Ex. W4) reveals as follows :

"Please refer to DTE's letter dt. 30-8-89 (underline supplied by us) wherein instructions were issued on how the condonation of break in service of Casual labourers is to be disposed of..."

It has been decided to modify the instructions as indicated below :

#### 1. Powers of Divisional Engineer :

- (i) Condonation of break in service upto one month for any reason.
- (ii) Condonation upto six months for sickness or non-availability of work provide the necessary medical certificate/details of lay-off are suitably prechecked.

#### 2. Powers of CGMS :

Condonation of break in service upto one year can be by the Chief General Manager for any reasons on the merit of the case such as sickness, after checking medical certificates, non-availability of work ; after checking details of lay-off.

3. No condonation beyond one year is to be considered, as such henceforth No case for consideration of break in service beyond one year, need be referred to Telecom. Commission Head Quarter.

4. This order supersedes all orders issued till date on the subject. (underline supplied by us)

17. Now we have to see the DTE's letter dt. 30-8-89 which was referred under Ex. W4. Due to the fact not only that it was referred under Ex. W4; but also that it is preceding the Order of CGMT dt. 18-8-92 and 26-8-92 marked as Ex. W1 and W2 and which should have been considered by the Divisional Engineer, Thanjavur for the purposes of reinstatement of the workmen.

18. The Order dt. 30-8-89 having been produced by either side was given due consideration even though it was not marked in every case (it was marked as Ex. M5 in I.D. 47/98) the reason for taking into account of the same in other IDs is that that it is a public document and admittedly an order from the Govt. of India issued to all Heads of Tele-communication circle. It was mentioned thereunder in question and answer form as follows :

Whether casual labourers engaged prior to 30-3-85 who subsequently discontinued on their own, can now be taken back on duty ?	Any break in service upto 6 months can be condoned by the D.E. concerned of the merit of the individual case. Any break in service upto one year arising due to department's inability to engage them for want of work may be condoned by DE concerned provided they were subsequently engaged when work become available.
---	--

19. Thus as per letter dt. 30-8-89, the Divl. Engineer can condone the break in service upto six months only. On certain special circumstances as enumerated above, he can at the most condone break in service only upto one year when such a clear cut answer is given in the above document dt. 30-8-89 which every officer of Telecom should know as the

copy of the same was circulated to the entire administrative office, it is surprising as to how CGMf could pass Ex. W1 and W2 orders enabling Divisional engineer to condone break in service of more than one year and it is equally surprising as to how the Divl. Engineer can follow Ex. W1 and W2 which are against the parameter provided in the above letter dt. 30-8-89. This is so because as revealed in the Medical Certificates produced by most of the applicants the break in service is more than one year. Medical certificates were marked as Ex. W7 in most of the cases. Although, Ex. W4 reiterated by referring the letter dt. 30-8-89 what was conveyed under Ex. W4 was not new and it is only a reproduction of the contents of the earlier letter dated 30-8-89 of Govt. of India which has got force and more particularly with respect to casual labourers engaged prior to 30-3-85 like the applicants. Thus the reinstatement ordered by the Divl. Engineer and the directions contained in the supportive documents of Ex. W1 and W2 are against the letter dt. 30-8-89. Therefore, the reinstatement, order becomes erroneous and irregular.

20. In this connection, the Learned Counsel for the Management relied upon AIR 1993 Patna 121 where in the following was observed :

"Even in a case where a temporary trustee can be appointed, a duty has been cast upon the Board to see that such person is appointed who could be appointed in terms of the deed of endowment. (Underline supplied by u.). Therefore, where in terms of endowment deed, a Mahanth of Kabir Math can be appointed only by disciples of its late founder and in order to be eligible to become a Mahanth must be unmarried and renounce the Grihast Ashram for service to the society and the Kabir Panthi followers. .".

By relying upon the above citation what was argued was that it is not only the appointing authority shall have the capacity to appoint but also the person appointed should have the necessary qualifications, in order to make him eligible. In this case, the capacity for passing orders of reinstatement is not there with the Divisional Engineer, due to superceding effect of Ex. W4 and the letter dt. 30-8-89 of the Govt. of India which was referred in Ex. W4 and since the break in service is more than one year. It is therefore, the reinstatement becomes irregular.

21. Thus, when the reinstatement itself is irregular what is remaining is that the applicants are no more workmen in order to attract Sec. 25F to resist a subsequent retrenchment. That provision will be applicable only to legally appointed employee. As the applicants are not so and as they stay away from duty for more than a year no relief could be provided for them.

22. The Learned Counsel for the Workmen next contended that the above mentioned letter dated 30-8-89 of the Govt. of India which was referred to in Ex. W4 (Revised order) etc. was only a clarification on certain points relating to regularisation of Casual Labourers with a minimum of 7 years service as on 31-3-87 and that it is not applicable to the

present applicants. Although the reference portion of the above letter dt. 30-8-89 read so the points raised and the clarification given therein include the question of regularisation of casual labourers engaged prior to 30-3-85 and who were subsequently discontinued on their volition. This aspect covers the case of the present applicants. Therefore, it becomes applicable.

23. The next contention of the Learned Counsel for workmen is that, since the order of reinstatements of various applicants are between 8-9-92 and 21-10-92, that is before ever Ex. W4 was passed on 21-10-92 restricting the Powers of the Divisional Engineer in condoning the break in service, and since Ex. W4 has no retrospective effect, it was argued that Ex. W4 cannot be implemented, and that on account of Ex. W4, it could not be said that reinstatement order is invalid. It was further argued by the Learned Counsel for the workmen that inasmuch as reinstatement order was anterior in time than the date of receipt i.e. 23-10-92 by Divisional Engineer, Thanjavur of Ex. W4 order, the later is inapplicable. Whatever it is nothing cannot be forgotten namely that Ex. W4 is only the Revision of the earlier direction made on the letter dated 30-8-89 of the Government of India which was marked on Ex. M5 in I.D. 47 of 1998. The capacity of the Divisional Engineer in condoning the break in service was mentioned as one year in Ex. M5, whereas it was reduced to 6 months in Ex. W4. We have already found that excepting in I.D. 43/98 and 50/98, the Medical Certificates were produced in other cases denote the break in service as more than one year. In para 4 and 3 of the Counters in I.D. Nos. 43/98 and 50/98 respectively it was mentioned that the worker did not turn up to duty for 9 years from October 1983 and 21 years from March 1971 respectively. Therefore, it becomes clear that the break-in service in all cases is more than one year which is against the letter dated 30-8-89 of Government of India marked as Ex. M5 in I.D. No. 47/98 and if not according to Ex. W4 which is a later modified order. It cannot be argued that both Ex. W4 as well as letter dated 30-3-1989 can have no force. True it is Ex. W4 supercedes the earlier orders, including the direction made on 30-8-89. But when saying that Ex. W4 is inapplicable inasmuch as it was received only on 23-10-92 by the Divisional Engineer, Thanjavur, then it should be accepted till such time they were under the enforcement of letter dated 30-8-89 of Government of India. If the supersession is taken correct, then Ex. W4 is applicable. If the supersession is not operative till the receipt of Ex. W4 by the Thanjavur Divisional Engineer on 23-10-92 then the letter dated 30-8-89 was on force. It is to be mentioned that either way, the Order of reinstatement suffers validity, as it contravenes both Ex. W4 letter dated 30-8-89.

24. We have already found that the applicants were casual labourers who have subsequently abstained themselves from duty on their volition and so were ceased to be workmen and therefore the question of retrenchment and the applicability of Section 25F will not arise. Thus, irrespective of the fact that they had minimum continuous service of one year, that they have been engaged on work at least for 240 days in a year and that they were recruited prior

to 30-3-85 the point that goes against them for regularisation is the non-fulfilment of another condition (in Ex. M3) that they should be currently employed. As mentioned earlier, the order of reinstatement will not come to their rescue to make them currently employed because the order of reinstatement itself is against the circulars and, therefore, invalid.

25. Thus they are currently employed which, is one of the requirement for regularisation. So the action of the General Manager in terminating the services of the Casual Labourers on the ground of abstinence from duty is justified. Award passed. No costs. Ex. M1 forms part of the Award.

Dated at Chennai, this 28th day of February, 2001.

S. R. SINGHARAVELU, Industrial Tribunal

I.D. No. 48/97

#### WITNESSES EXAMINED

For Petitioner/Workman—None.

For Respondent/Management—None.

#### DOCUMENTS MARKED

For Petitioner/Workman:

Ex. W1 1-9-92—Copy of the Doctor Certificate.

Ex. W2 3-6-95—Copy of the letter addressed to the Respondent.

Ex. W3 24-1-96—Copy of the letter addressed to the Respondent.

Ex. W4 28-8-88—Copy of the letter from Jr. Telecom officer Mannargudi.

Ex. W5 5-9-88—Copy of the Communication to the Respondent.

Ex. W6 25-3-99—do—

Ex. W7—Particulars of the petitioner.

Ex. W8 18-8-92—Copy of the petitioner from CGMT T. N. Cir

Ex. W9 26-8-92—Copy of the Communication from Respondent.

Ex. W10 21-10-92 do—

Ex. W11 19-9-92—Reinstatement order.

Ex. W12 22-5-95—Representation of petitioner.

Ex. W13 26-10-95—Minutes of Joint discussion (Conciliation Proceedings)

For Management/Respondent.

Ex. M1—CGM Telecom Chennai order No. RET/84-1/87 dt. 23-11-89 Sub : Grant of Tem. status & Regularisation of Casual Labour Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 Clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom Tamil Nadu Order No. RET/84-1/893-90 dt. 20-4-90 Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 10-12-90, clarification reg. Sl. No. 1 to Sl. No. 3.

I.D. Nos. 50/97

I.D. No. 54/97

I.D. No. 56/97

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

#### DOCUMENTS MARKED

For Petitioner/Workmen:

Ex. W1 19-9-92—Reinstatement order.

Ex. W2 22-5-95—Representation of petitioner.

Ex. W3 26-10-95—Minutes of Joint Discussion. (Conciliation Proceedings).

Ex. W4 18-8-92—Copy of the letter from C.G.M.T. T.N. Circle.

Ex. W5 26-8-92—Copy of the Communication from Respt.

Ex. W6 21-10-92 do—

Ex. W7 1-9-92—Copy of the Doctor certificate.

Ex. W8—Copy of the list issued by Respondent.

For Management:

Ex. M1—C.G.M. Telecom, Chennai order No. RET/84-1/87 dt. 23-1-89 Sub : Grant of Temy. Status & Regularisation of Casual Labour Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 Clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 20-4-90, Partial Modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 10-12-90, Clarification reg. Sl. No. 1 to Sl. No. 3.

I.D. No. 53/1997

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

#### DOCUMENTS MARKED

Ex. W1 19-9-92—Reinstatement order.

Ex. W2 22-5-95—Representation of petitioner.

Ex. W3 26-10-95—Minutes of Joint discussion. (Conciliation proceedings).

Ex. W4 3-6-95—Copy of the Communication from Respondent.

Ex. W5 24-1-96—Copy of the letter addressed to Respt.

Ex. W6 24-8-98—Copy of the Communication of Respondent reg. Contract mazdoor.

Ex. W7 7-9-98—Copy of the latter addressed to Respt.

Ex. W8 25-3-99 —do—

Ex. W9—Chart of No. of working days of the petition.

Ex. W10—Copy of the Doctors Certificate.

Ex. W11 18-8-92—Copy of the letter from CGMT T.N. Circle.

Ex. W12 26-8-92—Copy of the Communication from Respondent.

Ex. W13 21-10-92 —do—

For Respondent|Management.

Ex. M1 C.G.M. Telecom, Chennai Order No. RET|84-1|87 dt. 23-11-89 Sub-Grant of Ty. status of Regularisation of Casual Laboures Scheme.

Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET|84-1|87 dt 22-12-89, clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu, Order No. RET|84-1|89-90 dt 20-4-90, Partial modification and conditions in Sl. No. 1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET|84-1|89-90. pt. dt. 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

I.D. No. 55|97

#### WITNESSES EXAMINED

For Petitioner—None.

For Respondent—None.

#### DOCUMENT MARKED

Ex. W1 3-6-95—Copy of the Communication from respondent.

Ex. W2 24-1-96—Copy of the letter addressed to respondent.

Ex. W3 24-8-98—Copy of the communication of respondent reg Contract mazdoors

Ex. W4 7-9-98—Copy of the letter addressed to Respondent.

Ex. W5— —do—

Ex. W6—Chart for No. of working days of the Petr.

Ex. W7—Copy of the Doctor Certificate.

Ex. W8 9-9-92—Reinstatement order.

Ex. W9 22-5-95—Representation of petitioner.

Ex. W10 26-10-95—Minutes of Joint discussion (Conciliation Proceedings).

Ex. W11 18-8-92—Copy of the letter from C.G.M.T. T.N. Circle.

Ex. W12 26-8-92—Copy of the communication from respondent.

Ex. W13 21-10-92 —do—

For Respondent|Management:

Ex. M1—C.G.M. Telecom : Chennai Order No. RET|84-1|87 dt. 22-12-89 Clarifi-

of Ty. Status & Regularisation of Casual Labourer's Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET|84-1|87-dt. 22-12-89, clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu order No. RET|84-1|89-90 dt. 20-4-90 Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom Tamil Nadu Order No. RET|84-1|89-90 dt. 10-12-90 clarification rep. Sl. No. 1 to Sl. No. 3.

I.D. No. 57 of 1997

For Petitioner|Workman—None.

For Respondent|Management—None.

#### DOCUMENTS MARKED

For Petitioner|Workmen:

Ex. W1 19-9-92—Reinstatement order.

Ex. W2 22-5-95—Representation of petitioner.

Ex. W3 26-10-95—Minutes of Joint discussion. (Conciliation proceedings )

Ex. W4 18-8-92—Copy of the letter from C G.M T.N. Circle.

Ex. W5 26-8-92—Copy of the Communication from Respt.

Ex. W6 21-10-92—Copy of the Communication from Respondent.

Ex. W7 1-6-1995—Copy of the Communication from Divl. Engineer Mannargudi to Respondent.

Ex. W8 24-8-98—Copy of the communication from Jr. Telcom. officer to Respondent.

Ex. W9 5-9-98—Copy of the Communication from Respt.

Ex. W10 25-3-99—Copy of the communication from Respt.

Ex. W11—Particulars of the petitioner

For Respondent|Management:

Ex. M1—C.G.M. Telecom, Chennai Order Nos. RET. 84-1/87 dt. 23-11-89 Sub. Grant of Ty Status & Regularisation of Case I Labourers Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET|84-1|87 dt. 22-12-89 Clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom Tamil Nadu Order No. RET|81-1|89-90 dt. 20-4-90 Partial modification & Conditions in r/o Sl.No.1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET|81-1|89-90 Dt. 10-12-90 Clari-fication reg. Sl. No. 1 to Sl. No. 3.

I.D No. 42|98

#### Witnesses Examined

For Petitioner|Workman—None.

For Respondent|Management—None.

## Documents marked

- Ex. W1 18-8-92—Copy of the letter from C.G.M. T.N. circle.
- Ex. W2 26-8-92—Copy of the Communication from Respt.
- Ex. W3 -9-92—do—
- Ex. W4 21-10-92—do—
- Ex. W5—Copy of the representation made by Petr.
- Ex. W6 26-10-95—Copy of the Minutes Joint discussion.
- Ex. W7 31-8-92—Copy of the Medical Certificate.

## For Respondent/Management :

- Ex. M1—C.G.M. Telecom Chennai Order. No. RET/84-1/87 dt. 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom, Tamil Nadu order No. RET/84-1/89-90 dt. 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 pt. dt. 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Dept. of Telecom. bearing No. 269-29/87-STN-Vol. I.

I.D. No. 43/98

## Witnesses Examined

For Petitioner/Workman—None.

For Respondent/Management—None.

## Documents marked

## For Petitioner/Workman:

- Ex. W1—Copy of the Identification Card issued by the respondent to Petitioner.
- Ex. W2 18-8-92—Copy of the letter from GGMT TN Circle.
- Ex. W3 26-8-92—Copy of communication from Respondent.
- Ex. W4 do—
- Ex. W5 21-10-92 do—
- Ex. W6—Copy of the representation made by Petr.
- Ex. W7 26-10-95—Copy of the minutes of Joint discussions.
- Ex. W8—Copy of the Payment slip.

## For Respondent/Management:

- Ex. M1—C.G.M. Telecom, Chennai Order No. RET/84-1/87 dt. 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.

- Ex. M2—C.G.M. Telecom Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 Clarification for Sl. No. 1.

- Ex. M3—C.G.M. Telecom Tamil Nadu Order RET/84-1/89-90 dt. 20-4-90 Partial modification & conditions in r/o Sl. No. 1.

- Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 10-12-90 Clarifications reg. Sl. No. 1.

- Ex. M5 30-8-89—Order of the Dept. of Telecom. bearing No. 269-29-87-STN-Vol. I.

I.D. No. 44/98

## Witnesses Examined

For Petitioner/workman—None.

For Respondent/Management—None.

## Documents marked

## For Petitioner/Workmen:

- Ex. W1 18-8-92—Copy of the Communication from the Respt.
- Ex. W2 26-8-92 do—
- Ex. W3 -9-92 do—
- Ex. W4 21-10-92 do—
- Ex. W5—Copy of the representation made by Petr.
- Ex. W6 26-10-95—Copy of the Minutes of Joint discussion.
- Ex. W7 30-6-92—Copy of the Medical certificate.

## For Respondent/Management:

- Ex. M1—C.G.M. Telecom/Chennai Order No. RET/84-1/87 dt. 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90/pt. dt. 10-12-90 clarifications reg. Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Dept. of Telecom. bearing No. 269-29/87-STN vol. I.
- Ex. M6 14-6-94—CAT order in O.A. 916/93.

I.D. No. 45/98

## Witnesses Examined

For Petitioner/Workmen—None.

For Respondent/Management—None.

## DOCUMENTS MARKED

## For Petitioner/Workmen:

- Ex. W1 11-8-92—Copy of the letter from C.G.M.T.T.N. circle.

Ex. W2 26-8-92—Copy of the communication from Respt.

Ex. W3 -9-92 —do—

Ex. W4 21-10-92 —do—

Ex. W5—Copy of the representation made by petitioner.

Ex. W6 26-10-95—Copy of the Minutes of Joint discussions.

Ex. W7—Copy of the Medical certificate.

For Respondent/Management.

Ex. M1—C.G.M. Telecom. Chennai Order No. RET/84-1/87 dt. 23-11-89 sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/81-1/89-90 dt 20-4-90. Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/94-1/89-90 dt. 10-12-90. clarifications reg. Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Dept. of Telecom. bearing No. 269-29/87 STN. Vol. I.

Ex. M6 14-6-81—CAT Order in O.A. 916/93.

I.D. No. 46/98

#### WITNESSES EXAMINED

##### Documents Marked

For Petitioner/Workmen:

Ex. W1 18-8-92—Copy of the letter from CGMT T.N. circle.

Ex. W2 26-8-92—Copy of the communication from Respt.

Ex. W3 -9-92 —do—

Ex. W4 21-10-92 —do—

Ex. W5—Copy of the representation made by the petitioner.

Ex. W6—Copy of the minutes of joint discussions.

Ex. W7—Copy of medical certificate.

For Management/Respondent:

Ex. M1—C.G.M. Telecom, Chennai Order No. RET/84-1/87 dt. 23-11-89 Sub. Grant of Ty. status & Regularisation of Casual Labourers Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dt. 22-12-89 clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dt. 20-4-90. Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom Tamil Nadu Order No. RET/84-1/89-90/pt. dt. 10-12-90, clarification regarding Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Dept. of Telecom. bearing No. 269/29/87-STN vol. I.

Ex. M6 14-6-94—CAT Order in O.A. 916/93. I.D. No. 47/98

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

Documents marked :

For Petitioner/Workmen :

Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. circle.

Ex. W2 26-8-92—Copy of the communication from Respondent.

Ex. W3 -9-92—Copy of the communication from Respondent.

Ex. W4 21-10-92—Copy of the communication from Respondent.

Ex. W5 —Copy of the representation made by petitioner.

Ex. W6 —Copy of the Minutes of Joint discussions.

Ex. W7 —Copy of the Medical certificates.

Ex. W8 —Copy of the Payment slip.

For Respondent/Management :

Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87 dated 23-11-89, Sub : Grant of Ty. status and Regularisation of Casual Labourer's Scheme.

Ex. M2—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90 dated 30-4-90. Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom, Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90. Clarification regarding Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Department of Telecom bearing No. 269—29/87 STN Vol. I.

Ex. M6 14-6-94—C.A.T. order in O.A. No. 916/93.

I.D. No. 48/98

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

#### DOCUMENTS MARKED

For Petitioner/Workmen :

Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.

- Ex. W2 26-8-92—Copy of the Communication from Respondent.
- Ex. W3 -9-92—Copy of the Communication from Respondent.
- Ex. W4 21-10-92—Copy of the Communication from Respondent.
- Ex. W5 —Copy of the representation made by the petitioner.
- Ex. W6 —Copy of the Minutes of Joint Discussions.
- Ex. W7 —Copy of the Medical certificate.
- Ex. W8 —Copy of the Payment slip.

## Documents for Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—C.A.T. order in O.A. No. 916/93.

I.D. No. 49/98

## WITNESSES EXAMINED

For Petitioner/Workmen—None

For Respondent/Management—None.

## Documents marked :

## For Petitioner/Workmen :

- Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from Respondent.
- Ex. W3 -9-92—Copy of the Communication from Respondent.
- Ex. W4 21-10-92—Copy of the Communication from Respondent.
- Ex. W5 —Copy of the representation made by Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussion.
- Ex. W7 —Copy of the Medical certificate
- Ex. W8 —Copy of the Payment slip.

## For Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—C.A.T. Order in O.A. No. 916/93.

I.D. No. 50/98

## WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

## Documents marked :

## For Petitioner/Workmen :

- Ex. M1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from Respondent.
- Ex. W3 -9-92—Copy of the Communication from Respondent.
- Ex. W4 21-10-92—Copy of the Communication from Respondent.
- Ex. W5 —Copy of the representation made by Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussion.

## For Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

- Ex. M5 30-8-89—Order of the Department of Telecommunication bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—CAT order in O.A. No. 916/93.

I.D. 52/98

#### WITNESSES EXAMINED

For both sides—None.

Documents marked :

For Petitioner/Workmen :

- Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communications from Respondent.
- Ex. W3 -9-92—Copy of the Communications from Respondent.
- Ex. W4 21-10-92—Copy of the Communications from Respondent.
- Ex. W5 —Copy of the representation made by Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussions.
- Ex. W7 Copy of the Medical certificate.

Documents for Management :

- Ex. M1—C.G.M. Telecom. Chennai Order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dated 20-4-90 Partial modifications & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—CAT Order in O.A. No. 916/93.

I.D. No. 53/98

#### WITNESSES EXAMINED

For Petitioner/Workmen—None

For Respondent/Management—None

Documents marked :

For Petitioner/Workmen :

- Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from Respondent.

Ex. W3 -9-92—Copy of the Communication from Respondent.

Ex. W4 21-10-92—Copy of the Communication from Respondent.

Ex. W5 —Copy of the representation made by Petitioner.

Ex. W6 —Copy of the Minutes of Joint discussions.

Ex. W7 —Copy of the Medical certificates.

Ex. W8 —Copy of the Payment slip.

For Management :

- Ex. M1—C.G.M. Telecom. Chennai Order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarification regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—C.A.T. Order in O.A. No. 916/93.

I.D. No. 54/98

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

Documents marked :

For Petitioner/Workmen :

- Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from Respondent.
- Ex. W3 —Copy of the Communication from Respondent.
- Ex. W4 21-10-92—Copy of the Communication from Respondent.
- Ex. W5 —Copy of the representation made by Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussions.
- Ex. W7 —Copy of the Medical certificate.
- Ex. W8 —Copy of the Payment slip.

## For Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub: Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dt. 24-4-90 Partial modification & conditions in r/o Sl. No. 1.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.
- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.
- Ex. M6 14-6-94—C.A.T. order in O.A. No. 916/93.

I.D. No. 55/98

## WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

## Documents marked :

## For Petitioner/Workmen :

- Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from the Respondent.
- Ex. W3 -9-92—Copy of the Communication from the Respondent.
- Ex. W4 21-10-92—Copy of the Communication from the Respondent.
- Ex. W5 —Copy of the representation made by the Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussion.
- Ex. W7 Copy of the Medical certificate.
- Ex. W8 —Copy of the Payment slip.

## For Respondent/Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/83, dated 23-11-89 Sub: Grant of Ty. Status & Regularisation of Casual Labourers Scheme.

- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.

- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.

- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

- Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.

- Ex. M6 14-6-94—C.A.T. order in O.A. No. 916/93.

I.D. No. 56/98

## WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

## Documents marked :

## For Petitioner/Workmen :

- Ex. W1 19-8-92—Copy of the letter from C.G.M.T., T.N. Circle.
- Ex. W2 26-8-92—Copy of the Communication from Respondent.
- Ex. W3 -9-92—Copy of the Communication from Respondent.
- Ex. W4 21-10-92—Copy of the Communication from Respondent.
- Ex. W5 —Copy of the representation made by Petitioner.
- Ex. W6 —Copy of the Minutes of Joint discussion.
- Ex. W7 Copy of the Medical certificate.

## For Management :

- Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub: Grant of Ty. Status & Regularisation of Casual Labourers Scheme.
- Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.
- Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dt. 20-4-90 Partial modification & conditions.
- Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.

I.D. No. 68/1998

Ex. M6 14-6-94—CAT order in O.A. No. 916/93.

I.D. No. 56/98

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

#### Documents marked :

For Petitioner/Workmen :

Ex. W1 18-8-92—Copy of the letter from C.G.M.T., T.N. Circle.

Ex. W2 26-8-92—Copy of the Communication from Respondent.

Ex. W3 -9-92—Copy of the Communication from Respondent.

Ex. W4 21-10-92—Copy of the Communication from Respondent.

Ex. W5 —Copy of the representation made by Petitioner.

Ex. W6 —Copy of the Minutes of Joint discussion.

Ex. W7 Copy of the Medical certificate.

#### For Management :

Ex. M1—C.G.M. Telecom. Chennai order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.

Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dt. 30-4-90 Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Department of Telecom. bearing No. 269—29/87-STN Vol. I.

Ex. M6 14-6-94—C.A.T. order in O.A. No. 916/93.

#### WITNESSES EXAMINED

For Petitioner/Workmen—None.

For Respondent/Management—None.

#### Documents marked :

For Petitioner/Workmen :

Ex. M1 18-8-92—Copy of the C.G.M.T. T.N. Circle letter.

Ex. W2 26-8-92—Copy of the Communication from Respondent.

Ex. W3 -9-92—Copy of the Communication from Respondent.

Ex. W4 21-10-92—Copy of the Communication from Respondent.

Ex. W5 —Copy of the representation made by Petitioner.

Ex. W6 26-10-95—Copy of the Minutes of Joint discussion.

Ex. W7 31-8-92—Copy of the Doctor certificate.

#### For Management:

Ex. M1—C.G.M. Telecom. Chennai Order No. RET/84-1/87, dated 23-11-89 Sub : Grant of Ty. Status & Regularisation of Casual Labourers Scheme.

Ex. M2—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/87 dated 22-12-89 Clarification for Sl. No. 1.

Ex. M3—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90 dated 20-4-90 Partial modification & conditions in r/o Sl. No. 1.

Ex. M4—C.G.M. Telecom. Tamil Nadu Order No. RET/84-1/89-90/pt. dated 10-12-90 clarifications regarding Sl. No. 1 to Sl. No. 3.

Ex. M5 30-8-89—Order of the Department of Telecom bearing No. 269/29/87-STN Vol. I.

Ex. M6 14-6-94—CAT order in O.A. No. 916/93.

## ANNEXURE

## Exhibit C-1

I.D. Batch Case Nos. 48/97, 50/97, to 57/97, 42/98 to 50/98, 52/98 to 56/98, 68/98

Sl. No.	I.D. Nos.	Name	Date of initial appointment in the Department	Date of condonation of break in service by CGMT	Date of reinstatement by D.E. as per the order of CGMT dt. 18-08-92 and 26-08-92	Date of the Order of Director of Telecommunication order and date of receipt of the order Dt. 21-10-92 by D.E./TNJ	Total Number of years of service on contract basis after termination
1	2	3	4	5	6	7	8
1.	48/97	V. Rajendren	28-09-1980	18-08-92 and 28-08-92	19-09-1992	21-10-1992 Order received on 23-10-1992 by D.E./TNJ	8 Years
2.	50/97	K. Rajmohan Rao	21-03-1984	18-08-92 and 28-08-92	21-10-1992	„	8 Years
3.	51/97	A. Mathialagan	07-05-1984	18-08-92 and 28-08-92	08-09-1992	„	8 Years
4.	52/97	S. Selvaraj	06-08-1976	18-08-92 and 28-08-92	19-9-1992	„	8 Years
5.	53/97	N. Mathialagan	29-11-1977	18-08-92 and 28-08-92	19-09-1992	„	8 Years
6.	54/97	N. Anbalagan	17-03-1984	18-08-92 and 28-08-92	08-09-1992	„	8 Years
7.	55/97	A. Karnan	24-02-1984	18-08-92 and 28-08-92	08-09-1992	„	8 Years
8.	56/97	M. Arunugam	13-11-1977	18-08-92 and 28-08-92	21-10-1992	„	8 Years
9.	57/97	A. Mariyadoss	01-07-1979	18-08-92 and 28-08-92	19-09-1992	„	8 Years
10.	42/98	S. Govindarajan	18-03-1976	18-08-92 and 28-08-92	21-10-1992	„	8 Years
11.	43/98	P. Sambandan	-02-1966	18-08-92 and 28-08-92	21-10-1992	„	8 Years
12.	44/98	R. Uthirapathy	-06-1978	18-08-92 and 28-08-92	21-10-1992	„	8 Years

